

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Sarah E. Lewis

Final Agenda City of Fayetteville Arkansas Special City Council Meeting February 18, 2009

A meeting of the Fayetteville City Council will be held on February 18, 2009 at 6:30 PM in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

A. New Business:

1. **Ice Storm 2009 Disaster Recovery Fund:** A resolution approving a budget adjustment appropriating \$4,000,000.00 to the Replacement and Disaster Recovery Fund for Ice Storm 2009 Disaster Recovery; and granting the Mayor the authority to authorize the temporary loan of up to \$1,000,000.00 from the General Fund to address cash flow needs pending Federal and State reimbursement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 45-09.

2. **Solid Resources, Inc.:** A resolution to approve an agreement for Storm Debris Monitoring Services with Solid Resources, Inc. in the amount of \$483,690.00, plus a contingency in the amount of \$96,914.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 46-09.

3. **DRC Emergency Services, LLC:** A resolution to approve a contract for Storm Debris Removal Services with DRC Emergency Services, LLC in the amount of \$2,419,185.64 plus a contingency of \$400,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 47-09.

Adjournment: Meeting adjourned at 7:15 p.m.

City Council Meeting:

February 18, 2009

Adjourn:

7:15 PM.

Subject:	Roll				
	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	absent			
	Rhoads	absent			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Mayor Jordan	✓			

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Mayor Jordan				

Subject:	Ice Storm 2009 Disaster Recovery Fund				
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Cook			
C. 1 New Business <u>Passed</u> 45-09	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	absent			
	Rhoads	absent			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Mayor Jordan				

6-0

Subject:	Solid Resources, Inc.				
Motion To:		Approve			
Motion By:		Thiel			
Seconded:		Lucas			
C. 2 New Business <u>Passed</u> 46-09	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	absent			
	Rhoads	absent			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Mayor Jordan				

6-0

Subject:	DRC Emergency Services, LLC.				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Ferrell			
C.3. New Business <u>Passed</u> 47-09	Gray	✓			
	Thiel	✓			
	Cook	✓			
	Petty	absent			
	Rhoads	absent			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Mayor Jordan				

6-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Gray				
	Thiel				
	Cook				
	Petty				
	Rhoads				
	Ferrell				
	Lucas				
	Lewis				
	Mayor Jordan				

Aldermen

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



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**Final Agenda
City of Fayetteville Arkansas
Special City Council Meeting
February 18, 2009**

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Roll Call

Pledge of Allegiance

A. New Business:

- 1. Ice Storm 2009 Disaster Recovery Fund:** A resolution approving a budget adjustment appropriating \$4,000,000.00 to the Replacement and Disaster Recovery Fund for Ice Storm 2009 Disaster Recovery; and granting the Mayor the authority to authorize the temporary loan of up to \$1,000,000.00 from the General Fund to address cash flow needs pending Federal and State reimbursement.
- 2. Solid Resources, Inc.:** A resolution to approve an agreement for Storm Debris Monitoring Services with Solid Resources, Inc. in the amount of \$483,690.00, plus a contingency in the amount of \$96,914.00.
- 3. DRC Emergency Services, LLC:** A resolution to approve a contract for Storm Debris Removal Services with DRC Emergency Services, LLC in the amount of \$2,419,185.64 plus a contingency of \$400,000.00.

Adjournment:

City Council Agenda Items
and
Contracts, Leases or Agreements

2/18/2009

City Council Meeting Date
Agenda Items Only

Paul A. Becker

Finance Director

Finance

Submitted By

Division

Department

Action Required:

This request is to appropriate funds for costs incurred and forecasted future costs associated with the ICE Storm which began on January 26, 2009. These costs are reimbursable from FEMA and the Arkansas Department of Emergency Management in the percentages of 75% and 12.5% respectively. This request also includes the authority to advance (loan) up to \$1,000,000 on a temporary basis from the General Fund.

\$ 4,000,000.00
Cost of this request

\$ -
Category / Project Budget

ICE FEMA 2009 Ice Storm Reimburs
Program Category / Project Name

4270.9280.5314.00
Account Number

\$ -
Funds Used to Date

Ice Storm 2009
Program / Project Category Name

09010.0901
Project Number

\$ -
Remaining Balance

Replacement & Disaster Recovery
Fund Name

Budgeted Item ☐Budget Adjustment Attached ☒

Paul A. Becker
Department Director

2/18/2009
Date

Previous Ordinance or Resolution #

D. J. Whit
City Attorney

2/18/09
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance Director

2/18/2009
Date

Received in City
Clerk's Office

Jim M. M...
Chief of Staff

2/18/09
Date

Received in
Mayor's Office

Donell Jordan
Mayor

2/18/09
Date

Comments:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Lioneld Jordan and City Council Members

FROM: Paul A. Becker, Finance Director

DATE: February 18, 2009

SUBJECT: **2009 Ice Storm Damages**

Recommendation

Staff recommends the attached budget amendment to appropriate funds for costs associated with the ice storm disaster which the City experience beginning January 26, 2009. The staff also requests permission for the Mayor to authorize the Finance Director to advance up to \$1,000,000 on a temporary basis from the General Fund to the Replacement and Disaster Relief Fund if necessary. This advance is to be reimbursed when sufficient funds are available in the Replacement and Disaster Fund.

Background

As we are all well aware, the City sustained extensive damage from an ice storm which began on January 26, 2009. The initial costs to meet this emergency were absorbed by the City's operating budgets which must be replenished to continue to provide essential City services throughout the year. In addition to these costs, the costs to remove and dispose of debris will be substantial.

The effect of this storm has been declared a national disaster by the Governor and the President allowing both FEMA and the Arkansas emergency management assistance funding to be made available in the approximate ratio of 75% Federal, 12.5% State, and 12.5% Local.

In addition to the appropriation request of \$4,000,000, staff requests that the City Council authorize the Mayor, at the request of the Finance Director, to advance up to \$1,000,000 from the General Fund as a temporary loan to the Replacement and Disaster Relief Funds if necessary to address cash flow needs. This temporary loan would be repaid when reimbursement funds are received in the Replacement and Disaster Relief Fund from the appropriate State or Federal Agency. If and when a General Fund loan (advance) is made, the City Council will be informed at the next available agenda session and the status of that loan will be updated at each City Council Agenda Session until the loan is fully repaid.

Budget Impact

The impact of this budget amendment is to appropriate an additional \$4,000,000 to the Replacement and Disaster Relief Fund with the City's estimated cost to be \$500,000.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT APPROPRIATING \$4,000,000.00 TO THE REPLACEMENT AND DISASTER RECOVERY FUND FOR ICE STORM 2009 DISASTER RECOVERY; AND GRANTING THE MAYOR THE AUTHORITY TO AUTHORIZE THE TEMPORARY LOAN OF UP TO \$1,000,000.00 FROM THE GENERAL FUND TO ADDRESS CASH FLOW NEEDS PENDING FEDERAL AND STATE REIMBURSEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment appropriating \$4,000,000.00 to the Replacement and Disaster Recovery fund for Ice Storm 2009 Disaster Recovery.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby grants the Mayor the authority to authorize the temporary loan of up to \$1,000,000.00 from the General Fund to address cash flow needs pending Federal and State reimbursement.

PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 1
Ice Storm 2009
Recovery Fund
Page 4 of 4

Budget Year	Department: Citywide Division: Citywide Program: Ice Storm 2009 - FEMA	Date Requested 2/18/2009	Adjustment Number
2009			

Project or Item Added/Increased: \$3,600,000 is requested in the Professional Services account, \$100,000 is requested in the Contract Services account, and \$300,000 is requested in the Transfer to Other Funds account.	Project or Item Deleted/Reduced: \$3,000,000 is requested from the Federal Grants - Operational account, \$500,000 is requested from the State Grants - Operational account, and \$500,000 is requested from the Use of Fund Balance account.
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Justification of this Increase: An ice storm began on January 26, 2009 and continued for several days. The area was declared a national disaster by the President of the United States and the Governor of Arkansas.	Justification of this Decrease: Since the area was declared a national disaster, reimbursement from FEMA (75%), Arkansas Department of Emergency Management (12.5%) and use of fund balance (12.5%) in the City's Replacement & Disaster Recovery Fund will be available.
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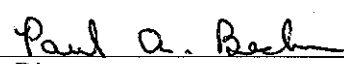
Increase Budget

Account Name	Account Number				Amount	Project Number	
Professional Services	4270	9280	5314	00	3,600,000	09010	0901
Contract Services	4270	9280	5315	00	100,000	09010	0901
Transfer to Other Funds	4270	9280	7601	00	300,000	09010	0904

Decrease Budget

Account Name	Account Number				Amount	Project Number	
State Grants - Operational	4270	0927	4302	01	500,000	09010	0901
Federal Grants - Operational	4270	0927	4309	01	3,000,000	09010	0901
Use of Fund Balance	4270	0927	4999	99	500,000	09010	0901

Approval Signatures

Requested By	Date
Budget Director	Date
Department Director	Date
 Finance Director	2-18-09 Date
 Mayor	2/18/09 Date

Budget & Research Use Only

Type:	A	B	C	D	E
General Ledger Date					
Approval Date			Initial	Date	
Posted to General Ledger			Initial	Date	
Posted to Project Accounting			Initial	Date	

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AGREEMENT FOR STORM
DEBRIS MONITORING SERVICES WITH SOLID RESOURCES, INC.
IN THE AMOUNT OF \$483,690.00,
PLUS A CONTINGENCY IN THE AMOUNT OF \$96,914.00

WHEREAS, the City of Fayetteville solicited Requests for Proposals for Storm Debris Monitoring Services as required by the Federal Emergency Management Administration (FEMA); and

WHEREAS, a Selection Committee including an alderman and numerous city staff painstakingly reviewed several applicants and eventually voted by an approved rating system to select Solid Resources, Inc. as the most qualified, capable, and affordable applicant to best supply Storm Debris Monitoring Services for the citizens of Fayetteville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Solid Resources, Inc. for Storm Debris Monitoring Services for the City of Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the Agreement For Storm Debris Monitoring Services (attached as Exhibit "A") with Solid Resources, Inc. in the amount of \$483,690, plus a contingency of \$96,914.00.

PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A CONTRACT FOR STORM DEBRIS
REMOVAL SERVICES WITH DRC EMERGENCY SERVICES, LLC IN THE AMOUNT
OF \$2,419,185.64, PLUS A CONTINGENCY OF \$400,000.00**

WHEREAS, after the devastating ice storm of January 26-27, 2009, President Obama declared much of Northwest Arkansas, including the City of Fayetteville a Disaster Area eligible for FEMA assistance; and

WHEREAS, the amount of downed trees, broken limbs, and other debris throughout Fayetteville is so massive that Fayetteville's employees and equipment cannot handle the tremendous job of removing such debris without hiring an independent contractor; and

WHEREAS, the cost of the debris removal will be largely offset by reimbursements from FEMA and the State of Arkansas; and

WHEREAS, the City of Fayetteville properly solicited Requests For Proposals from independent contractors desiring to be awarded a Contract for Storm Debris Removal Services; and

WHEREAS, the City's Selection Commission painstakingly reviewed proposals from almost twenty companies and the selected by use of an approved rating/point system, the applicant/proposal which was the most qualified, capable, and economical company to pick up, remove and reduce to wood chips the debris caused by the ice storm.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of DRC Emergency Services, LLC as the most qualified, capable and economical company to be awarded the contract for Storm Debris Removal Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby awards the Contract For Storm Debris Removal Services (attached as Exhibit "A") which includes all terms within the Project Manual, to DRC Emergency Services, LLC in the amount of \$2,419,185.64 plus a contingency of \$400,000.00.

PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville Staff Review Form

**City Council Agenda Items
and
Contracts, Leases or Agreements**

2/18/2009

City Council Meeting Date
Agenda Items Only

Paul A. Becker
Submitted By

Finance Director
Division

Finance
Department

Action Required:

This request is to appropriate funds for costs incurred and forecasted future costs associated with the ICE Storm which began on January 26, 2009. These costs are reimbursable from FEMA and the Arkansas Department of Emergency Management in the percentages of 75% and 12.5% respectively. This request also includes the authority to advance (loan) up to \$1,000,000 on a temporary basis from the General Fund.

\$ 4,000,000.00
Cost of this request

\$ -
Category / Project Budget

ICE FEMA 2009 Ice Storm Reimburs
Program Category / Project Name

4270.9280.5314.00
Account Number

\$ -
Funds Used to Date

Ice Storm 2009
Program / Project Category Name

09010.0901
Project Number

\$ -
Remaining Balance

Replacement & Disaster Recovery
Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒ XX

Paul A. Becker
Department Director

2/18/2009
Date

Previous Ordinance or Resolution #

D. D. Whit
City Attorney

2/18/09
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance Director

2/18/2009
Date

Received in City
Clerk's Office

Jim Miller
Chief of Staff

2/18/09
Date

Received in
Mayor's Office

Donell Jackson
Mayor

2/18/09
Date

Comments:



DEPARTMENTAL CORRESPONDENCE

TO: Mayor Lioneld Jordan and City Council Members

FROM: Paul A. Becker, Finance Director

DATE: February 18, 2009

SUBJECT: **2009 Ice Storm Damages**

Recommendation

Staff recommends the attached budget amendment to appropriate funds for costs associated with the ice storm disaster which the City experience beginning January 26, 2009. The staff also requests permission for the Mayor to authorize the Finance Director to advance up to \$1,000,000 on a temporary basis from the General Fund to the Replacement and Disaster Relief Fund if necessary. This advance is to be reimbursed when sufficient funds are available in the Replacement and Disaster Fund.

Background

As we are all well aware, the City sustained extensive damage from an ice storm which began on January 26, 2009. The initial costs to meet this emergency were absorbed by the City's operating budgets which must be replenished to continue to provide essential City services throughout the year. In addition to these costs, the costs to remove and dispose of debris will be substantial.

The effect of this storm has been declared a national disaster by the Governor and the President allowing both FEMA and the Arkansas emergency management assistance funding to be made available in the approximate ratio of 75% Federal, 12.5% State, and 12.5% Local.

In addition to the appropriation request of \$4,000,000, staff requests that the City Council authorize the Mayor, at the request of the Finance Director, to advance up to \$1,000,000 from the General Fund as a temporary loan to the Replacement and Disaster Relief Funds if necessary to address cash flow needs. This temporary loan would be repaid when reimbursement funds are received in the Replacement and Disaster Relief Fund from the appropriate State or Federal Agency. If and when a General Fund loan (advance) is made, the City Council will be informed at the next available agenda session and the status of that loan will be updated at each City Council Agenda Session until the loan is fully repaid.

Budget Impact

The impact of this budget amendment is to appropriate an additional \$4,000,000 to the Replacement and Disaster Relief Fund with the City's estimated cost to be \$500,000.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT APPROPRIATING \$4,000,000.00 TO THE REPLACEMENT AND DISASTER RECOVERY FUND FOR ICE STORM 2009 DISASTER RECOVERY; AND GRANTING THE MAYOR THE AUTHORITY TO AUTHORIZE THE TEMPORARY LOAN OF UP TO \$1,000,000.00 FROM THE GENERAL FUND TO ADDRESS CASH FLOW NEEDS PENDING FEDERAL AND STATE REIMBURSEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment appropriating \$4,000,000.00 to the Replacement and Disaster Recovery fund for Ice Storm 2009 Disaster Recovery.

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PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 2009	Department: Citywide Division: Citywide Program: Ice Storm 2009 - FEMA	Date Requested 2/18/2009	Adjustment Number
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Project or Item Added/Increased:

\$3,600,000 is requested in the Professional Services account, \$100,000 is requested in the Contract Services account, and \$300,000 is requested in the Transfer to Other Funds account.

Project or Item Deleted/Reduced:

\$3,000,000 is requested from the Federal Grants - Operational account, \$500,000 is requested from the State Grants - Operational account, and \$500,000 is requested from the Use of Fund Balance account.

Justification of this Increase:

An ice storm began on January 26, 2009 and continued for several days. The area was declared a national disaster by the President of the United States and the Governor of Arkansas.

Justification of this Decrease:

Since the area was declared a national disaster, reimbursement from FEMA (75%), Arkansas Department of Emergency Management (12.5%) and use of fund balance (12.5%) in the City's Replacement & Disaster Recovery Fund will be available.

Increase Budget

Account Name	Account Number				Amount	Project Number	
Professional Services	4270	9280	5314	00	3,600,000	09010	0901
Contract Services	4270	9280	5315	00	100,000	09010	0901
Transfer to Other Funds	4270	9280	7601	00	300,000	09010	0904

Decrease Budget

Account Name	Account Number				Amount	Project Number	
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Federal Grants - Operational	4270	0927	4309	01	3,000,000	09010	0901
Use of Fund Balance	4270	0927	4999	99	500,000	09010	0901

Approval Signatures

Requested By	Date
Budget Director	Date
Department Director	Date
<i>Paul A. Beech</i>	2-18-09
Finance Director	Date
<i>Donald J. Jorja</i>	2/18/09
Mayor	Date

Budget & Research Use Only

Type:	A	B	C	D	E
General Ledger Date					
Approval Date			Initial	Date	
Posted to General Ledger			Initial	Date	
Posted to Project Accounting			Initial	Date	

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT APPROPRIATING \$4,000,000.00 TO THE REPLACEMENT AND DISASTER RECOVERY FUND FOR ICE STORM 2009 DISASTER RECOVERY; AND GRANTING THE MAYOR THE AUTHORITY TO AUTHORIZE THE TEMPORARY LOAN OF UP TO \$1,000,000.00 FROM THE GENERAL FUND TO ADDRESS CASH FLOW NEEDS PENDING FEDERAL AND STATE REIMBURSEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby grants the Mayor the authority to authorize the temporary loan of up to \$1,000,000.00 from the General Fund to address cash flow needs pending Federal and State reimbursement.

PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

**City Council Agenda Items
and
Contracts, Leases or Agreements**

City Council Meeting Date
Agenda Items Only

Administration
Department

Approval of a debris removal contract with Solid Resources, Inc. in the amount of \$483,690 for ice storm debris removal monitoring, and approve a 20% contingency of \$97,000.

Program Category / Project Name

Program / Project Category Name

Fund Name

Budget Adjustment Attached	XX
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Original Contract Number:

ENTERED
211

ENTERED
2/19/08
4/1

Revised January 15, 2009

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council
Mayor Lioneld Jordan

From: Don Marr, Chief of Staff

Date: 18 February, 2009

Subject: Approval of a contract with Solid Resources, Inc. in the amount of \$483,690 for ice storm debris removal monitoring, and approve a 20% contingency of \$97,000.

RECOMMENDATION

City Administration recommends approval of a contract with Solid Resources, Inc in the amount of \$483,690 for ice storm debris removal monitoring, and approve a 20% contingency of \$97,000.

BACKGROUND

This contract provides for the FEMA required monitoring and oversight of the contractors who will be conducting the actual debris removal throughout the City of Fayetteville. The debris monitors act as the quality control/quality assurance inspectors who validate every load of debris at the point of pick up as well as every load delivered to the debris disposal site.

DISCUSSION

The City received eight proposals 17 February, 2009. The selection committee reviewed all proposals, developed a short list, and interviewed four proposers. The selection criteria were:

- 1.) Qualifications in relation to scope of work = 25%
- 2.) Experience, competence, & capacity for performance = 25%
- 3.) Proposed method of doing work = 15%
- 4.) Past performance = 15%
- 5.) Price = 20%

The committee identified proposers who excelled in the first four criteria, and then incorporated price into the selection. The number of hours that the debris monitor will work is not under their control.

Neel Schaffer	\$ 953,400.00
Camp Dresser McKee	\$ 952,000.00
Beck Disaster Recovery	\$ 1,031,100.00
Solid Resources Inc.	\$ 483,690.00

Their effort is a direct result of the work methods used by the debris removal contractors. The contractor **must** observe all vehicles being filled with debris and all loads delivered to the debris collection site. In order to ensure equality when evaluating price, we compared the proposers using a standard set of estimated hours. Using those numbers, estimated costs are below. This uncertainty is why staff recommends the contingency for this contract be much larger than normal.

BUDGET IMPACT

The funding package is being developed separately.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY

DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: **Selection Committee**

FROM: **Kit Williams, City Attorney**

DATE: **February 18, 2009**

RE: **FEMA debris removal contract**

I have reviewed the Proposed Agreement For Storm Debris Monitoring Services. I do not believe the City should provide "such professional legal, accounting, financial and insurance counseling services as may be required for the Project." (Paragraph 4.5.) Certainly we will provide those services for ourselves as the City, but this language might be interpreted as requiring the City to furnish those services to the contractor. This would be a bad idea fraught with potential liability. I recommend deletion of ¶ 4.5. Other than that, the contract appears okay.

I have also reviewed the Project Manual For Storm Debris Services. In the Request for Proposals section, I have a few comments/questions.

Paragraph 6.8. states "All debris shall be mechanically loaded and reasonably compacted. Hand loading is not permitted" Although the vast majority of debris should be mechanically loaded, final clean up to meet the requirements of the contract would appear to require some hands on work. I do not see the **requirement** of no hand-loading since we are paying by the unit rather than by the hour.

Paragraph 16.2.4. states: "The Contract may be terminated," but has no explanation of when or why this should occur. Of course ¶ 19.1. says "This contract may be terminated at any time for the convenience (no reason needed) of the City of Fayetteville."

Other than those minor items, this contract looks appropriate and proper to me.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AGREEMENT FOR STORM DEBRIS MONITORING SERVICES WITH SOLID RESOURCES, INC. IN THE AMOUNT OF \$483,690.00, PLUS A CONTINGENCY IN THE AMOUNT OF \$96,914.00

WHEREAS, the City of Fayetteville solicited Requests for Proposals for Storm Debris Monitoring Services as required by the Federal Emergency Management Administration (FEMA); and

WHEREAS, a Selection Committee including an alderman and numerous city staff painstakingly reviewed several applicants and eventually voted by an approved rating system to select Solid Resources, Inc. as the most qualified, capable, and affordable applicant to best supply Storm Debris Monitoring Services for the citizens of Fayetteville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Solid Resources, Inc. for Storm Debris Monitoring Services for the City of Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the Agreement For Storm Debris Monitoring Services (attached as Exhibit "A") with Solid Resources, Inc. in the amount of \$483,690, plus a contingency of \$96,914.00.

PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

AGREEMENT
For
STORM DEBRIS MONITORING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
SOLID RESOURCES, INC..

THIS AGREEMENT is made as of February, 2009, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and SOLID RESOURCES, INC. (hereinafter called SOLID RESOURCES, INC.).

CITY OF FAYETTEVILLE is in need of Debris Management and Monitoring Services for its Right of Way debris removal. Contract responsibilities include but are not limited to monitoring vegetative storm debris removal and tree trimming & removal within public lands and rights of way, and debris disposal site monitoring. Therefore, CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. in consideration of their mutual covenants agree as follows:

SOLID RESOURCES, INC. shall serve as CITY OF FAYETTEVILLE's monitoring consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of SOLID RESOURCES, INC.'s services.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of SOLID RESOURCES, INC.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of SOLID RESOURCES, INC.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF SOLID RESOURCES, INC.

- 2.1 Provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the City of Fayetteville with ice storm debris removal services. SOLID RESOURCES, INC. will provide:

2.2 **Fixed Site Debris Monitors**

SOLID RESOURCES, INC. will provide trained personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites. Services include:

- 2.2.1 Provide trained disposal site monitor and inspection personnel
- 2.2.2 Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- 2.2.3 Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- 2.2.4 Remain in contact with debris management/dispatch center or supervisor
- 2.2.5 Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel
- 2.2.6 Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

2.3 **Field Debris Monitors**

SOLID RESOURCES, INC. will perform roving on-site, street-level work area inspections of debris cleanup and collection. SOLID RESOURCES, INC. will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets. Services include:

- 2.3.1 Provide field monitor personnel at designated areas to check and verify information on debris removal.
- 2.3.2 Monitor collection activity of trucks.

- 2.3.3 Issue manifest load tickets at loading site for each load.
- 2.3.4 Check the area for safety considerations such as – downed power lines, children playing in area, meeting traffic control needs, safe operation of trucks and equipment .
- 2.3.5 Ensure only eligible ice storm related vegetative (trees, limbs, and brush) debris is collected. No non-vegetative debris is authorized to be collected. No non-ice storm damage related debris is authorized to be collected
- 2.3.6 Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- 2.3.7 Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc., document the damage with photos. If possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor.
- 2.3.8 Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- 2.3.9 Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- 2.3.10 Properly monitor and record performance and productivity of debris removal crew.
- 2.3.11 Remain in constant contact with debris management/dispatch center or supervisor.
- 2.3.12 Ensure that loads are contained properly before leaving the loading area.
- 2.3.13 Ensure only eligible debris is collected for loading and hauling.
- 2.3.14 Ensure only debris from approved public areas is loaded for removal.
- 2.3.15 Perform other duties from time to time as directed by the debris management project manager or designated City debris management personnel.

2.4 Senior Technician/Field Supervisor/Emergency Operations Manager

SOLID RESOURCES, INC. will provide project management to oversee debris monitoring activities in the field. Services will include:

- 2.4.1 Oversight and Supervision of Monitor field activity.
- 2.4.2 Scheduling of Monitoring resources and deployment timing.
- 2.4.3 Communication and coordination with City personnel.
- 2.4.4 Make suggestions to improve the efficiency of collection and removal of debris.
- 2.4.5 Coordinate daily activities and future planning.
- 2.4.6 Remain in contact with debris management/dispatch center or supervisor.
- 2.4.7 Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- 2.4.8 Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City's debris removal SOLID RESOURCES, INC..
- 2.4.9 Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City of Fayetteville's debris removal SOLID RESOURCES, INC..

SECTION 3 - ADDITIONAL SERVICES OF SOLID RESOURCES, INC.

3.1 General

If authorized in writing by the CITY OF FAYETTEVILLE Mayor and the City Council and agreed to in writing by SOLID RESOURCES, INC., SOLID RESOURCES, INC. shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Administrative Assistance

Provide Contract and Project administration to the degree authorized by CITY OF FAYETTEVILLE.

3.1.2 Preparing to serve or serving as a witness for CITY OF FAYETTEVILLE in any litigation or other proceeding involving the Project.

3.1.3 Extra Services

3.1.3.1 Services not specifically defined heretofore that may be authorized by CITY OF FAYETTEVILLE.

3.2 Contingent Additional Services

3.2.1 If services described under Contingent Additional Services in Paragraph 3.2 are required due to circumstances beyond SOLID RESOURCES, INC.'s control, SOLID RESOURCES, INC. shall notify CITY OF FAYETTEVILLE and request a formal contract amendment approved by the Mayor and the City Council prior to commencing such services. If CITY OF FAYETTEVILLE deems that such services described in 3.2 are not required, CITY OF FAYETTEVILLE shall give prompt written notice to SOLID RESOURCES, INC. If CITY OF FAYETTEVILLE indicates in writing that all or parts of such Contingent Additional Services are not required, SOLID RESOURCES, INC. shall have no obligation to provide those services.

SECTION 4 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of SOLID RESOURCES, INC..

4.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.

4.2 Assist SOLID RESOURCES, INC. by placing at SOLID RESOURCES, INC.'s disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- 4.3 Guarantee access to and make all provisions for SOLID RESOURCES, INC. to enter upon public and private property as required for SOLID RESOURCES, INC. to perform his services under this Agreement.
- 4.4 Examine all proposals, and other documents presented by SOLID RESOURCES, INC. and render in writing decisions pertaining thereto.
- 4.5 The Transportation Manager and the Water & Wastewater Director are the CITY OF FAYETTEVILLE's project representatives with respect to the services to be performed under this Agreement. The Transportation Manager and the Water & Wastewater Director shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
- 4.6 Give prompt written notice to SOLID RESOURCES, INC. whenever CITY OF FAYETTEVILLE observes or otherwise becomes aware of any defect in the Project.
- 4.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay directly to the governmental authorities the actual filing and permit fees.
- 4.8 Pay for placement of legal notices and advertisements in newspapers or other publications required by the Project.
- 4.9 Furnish, or direct SOLID RESOURCES, INC. to provide, necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.
- 4.10 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to SOLID RESOURCES, INC. in a timely manner.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 5.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. SOLID

RESOURCES, INC. will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

SECTION 6 - PAYMENTS TO SOLID RESOURCES, INC.

6.1 Compensation

6.1.1 Storm Debris Monitoring Services

The maximum not-to-exceed amount authorized for this Agreement is \$ 483,690.00.
The CITY OF FAYETTEVILLE shall compensate SOLID RESOURCES, INC. based on a Unit Price basis as described in Appendix A.

6.1.1.1 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should SOLID RESOURCES, INC. establish and CITY OF FAYETTEVILLE agree that there has been or is to be a significant change in scope, complexity or character of the services to be performed; or if CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.

6.1.1.2 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for Design services consistent with SOLID RESOURCES, INC.'s normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by SOLID RESOURCES, INC. and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project design schedule as the basis for determining the value earned as the work is accomplished. Final payment for Design services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

6.1.2 Additional Services

For authorized Additional engineering services under Section 3, "Additional Services", compensation to SOLID RESOURCES, INC. shall be negotiated at the time Additional services are authorized.

6.2 Statements

Statements and progress reports for each calendar month will be submitted to CITY OF FAYETTEVILLE. Statements will be based on SOLID RESOURCES, INC.'s actual cost plus fixed fee amount and justified by the updated progress schedule.

6.3 Payments

All statements are payable upon receipt and due within thirty (30) days. If a portion of SOLID RESOURCES, INC.'s statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise SOLID RESOURCES, INC. in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

6.4 Final Payment

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, SOLID RESOURCES, INC. shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by SOLID RESOURCES, INC. to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against SOLID RESOURCES, INC. or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, SOLID RESOURCES, INC. will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$500,000 Each Occurrence \$1,000,000 Annual Aggregate

SOLID RESOURCES, INC. will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

7.1.2 Debris Removal SOLID RESOURCES, INC.s shall be required to provide (or CITY OF FAYETTEVILLE may provide) Owner's Protective Liability Insurance naming CITY OF FAYETTEVILLE as a Named Insured and SOLID RESOURCES, INC. as additional insureds, or, to endorse CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. as additional insured on construction SOLID RESOURCES, INC.'s liability insurance policies covering claims for personal injuries and property damage. Construction SOLID RESOURCES, INC.s shall be required to provide certificates evidencing such insurance to CITY OF FAYETTEVILLE and SOLID RESOURCES, INC.

7.1.3 CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of SOLID RESOURCES, INC.'s services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by CITY OF FAYETTEVILLE, and all construction SOLID RESOURCES, INC.s shall be required to provide waivers of subrogation in favor of CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. for damage or liability covered by any construction SOLID RESOURCES, INC.'s policy of insurance.

7.2 Professional Responsibility

7.2.1 SOLID RESOURCES, INC. will exercise reasonable skill, care, and diligence in the performance of SOLID RESOURCES, INC.'s services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to SOLID RESOURCES, INC. any defects or suspected defects in SOLID RESOURCES, INC.'s services of which CITY OF FAYETTEVILLE becomes aware, so that SOLID RESOURCES, INC. can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. further agree to impose a similar notification requirement on all construction SOLID RESOURCES, INC.s. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of SOLID RESOURCES, INC.

7.2.2 In addition, SOLID RESOURCES, INC. will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by SOLID RESOURCES, INC.'s Commercial General Liability and Automobile Liability Insurance policies as specified in Paragraph 7.1.1.

7.3 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of SOLID RESOURCES, INC.'s services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the President or any Vice President of SOLID RESOURCES, INC.

7.4 Termination

7.4.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

7.4.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

7.4.1.2 An opportunity for consultation with the terminating party prior to termination.

- 7.4.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that SOLID RESOURCES, INC. is given:
- 7.4.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 7.4.2.2 An opportunity for consultation with the terminating party prior to termination.
- 7.4.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 7.4.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 7.4.3.2 Any payment due to SOLID RESOURCES, INC. at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of SOLID RESOURCES, INC.'s default.
- 7.4.4 If termination for default is effected by SOLID RESOURCES, INC., or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to SOLID RESOURCES, INC. for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by SOLID RESOURCES, INC. relating to commitments which had become firm prior to the termination.
- 7.4.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, SOLID RESOURCES, INC. shall:
- 7.4.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 7.4.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by SOLID RESOURCES, INC. in performing this Agreement, whether completed or in process.
- 7.4.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

7.4.7 If, after termination for failure of SOLID RESOURCES, INC. to fulfill contractual obligations, it is determined that SOLID RESOURCES, INC. had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

7.5 Delays

In the event the services of SOLID RESOURCES, INC. are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond SOLID RESOURCES, INC.'s reasonable control, SOLID RESOURCES, INC. shall be entitled to additional compensation and time for reasonable costs incurred by SOLID RESOURCES, INC. in temporarily closing down or delaying the Project.

7.6 Rights and Benefits

SOLID RESOURCES, INC.'s services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

7.7 Dispute Resolution

7.7.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or SOLID RESOURCES, INC. in the performance of this Agreement, and disputes concerning payment.

7.7.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

7.7.3 Notice of Dispute

7.7.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.7.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give SOLID RESOURCES, INC. written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

7.7.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of SOLID RESOURCES, INC. and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

7.8 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to SOLID RESOURCES, INC. for services rendered by SOLID RESOURCES, INC.

7.9 Publications

Recognizing the importance of professional development on the part of SOLID RESOURCES, INC.'s employees and the importance of SOLID RESOURCES, INC.'s public relations, SOLID RESOURCES, INC. may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to SOLID RESOURCES, INC.'s services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to SOLID RESOURCES, INC. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably

withhold approval. The cost of SOLID RESOURCES, INC.'s activities pertaining to any such publication shall be for SOLID RESOURCES, INC.'s account.

7.10 Indemnification

- 7.10.1 CITY OF FAYETTEVILLE agrees that it will require all construction SOLID RESOURCES, INC.s to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the SOLID RESOURCES, INC.s, or their employees, agents, SubSOLID RESOURCES, INC.s, and Suppliers.

7.11 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain Street
Fayetteville, Arkansas 72701

SOLID RESOURCES, INC.'s address:

2201 Cantu Court, Suite 119
Sarasota, FL 34232-6254

7.12 Successor and Assigns

CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor SOLID RESOURCES, INC. shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

7.13 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

7.14 Entire Agreement

This Agreement represents the entire Agreement between SOLID RESOURCES, INC. and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to SOLID RESOURCES, INC. a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by SOLID RESOURCES, INC., shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

7.15 Request for Proposal

The Request for Proposal for Storm Debris Monitoring Services is attached as Appendix B.

SECTION 8 - SPECIAL CONDITIONS

8.1 Additional Responsibilities of SOLID RESOURCES, INC.

- 8.1.1 CITY OF FAYETTEVILLE's, review, approval, or acceptance of reports and other services furnished hereunder shall not in any way relieve SOLID RESOURCES, INC. of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 8.1.2 SOLID RESOURCES, INC. shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by SOLID RESOURCES, INC.'s negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 8.1.3 SOLID RESOURCES, INC.'s obligations under this clause are in addition to SOLID RESOURCES, INC.'s other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against SOLID RESOURCES, INC. for faulty materials, equipment, or work.

8.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and SOLID RESOURCES, INC. arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

8.3 Audit: Access to Records

8.3.1 SOLID RESOURCES, INC. shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. SOLID RESOURCES, INC. shall also maintain the financial information and data used by SOLID RESOURCES, INC. in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. SOLID RESOURCES, INC. will provide proper facilities for such access and inspection.

8.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until five years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until five years after the date of resolution of such appeal, litigation, claim or exception.

8.3.3 This right of access clause (with respect to financial records) applies to:

8.3.3.1 Negotiated prime agreements:

8.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

8.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not

apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

- 8.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of SOLID RESOURCES, INC.;
- 8.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
- 8.3.3.3.3 If the subagreement is terminated for default or for convenience.

8.4 Covenant Against Contingent Fees

SOLID RESOURCES, INC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SOLID RESOURCES, INC. for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.5 Gratuities

- 8.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that SOLID RESOURCES, INC. or any of SOLID RESOURCES, INC.'s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to SOLID RESOURCES, INC. terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- 8.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against SOLID RESOURCES, INC. as it could pursue in the event of a breach of the Agreement by SOLID RESOURCES, INC. As a

penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs SOLID RESOURCES, INC. incurs in providing any such gratuities to any such officer or employee.

8.6 Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subSOLID RESOURCES, INC.s and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, SOLID RESOURCES, INC. will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor,
and SOLID RESOURCES, INC., by its authorized officer have made and
executed this Agreement as of the day and year first above written.

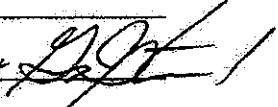
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor Lioneld Jordan

ATTEST:

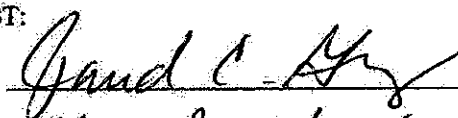
By: _____
City Clerk

SOLID RESOURCES, INC.

By: GARY J. STANKWICH 

Title: PRESIDENT

ATTEST:

By: David C. Ayers 

Title: Vice President

Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed
without formal contract amendment approved by the Mayor and the City Council in advance of the
change in scope, cost, fees, or delivery schedule.

END OF AGREEMENT FOR STORM DEBRIS MONITORING SERVICES

Estimate of hours by position to monitor removal of 420,000 cubic yards of debris:

<u>Item</u>	<u>Position</u>	<u>Hours</u>	-	<u>Hourly Rates</u>	-	<u>Estimated # Required</u>
1	Fixed Site/Tower Debris Monitors	2,160		\$34.00		\$73,440.00
2	Field Debris Monitors/Truck Certified	9,000		\$34.00		\$306,000.00
3	Senior Technician / Field Supervisor / Emergency Operation Manager	1,080		\$60.00		\$64,800.00
4	Clerical/Data Entry/Communications	720		\$25.00		\$18,000.00
5	Project Manager	330		\$65.00		\$21,450.00
Total Cost						\$483,690.00

Estimated number of hours for clerical/data entry for removal of 420,000 cubic yards: 720

Estimate of any additional anticipated expenses: All hourly rates are fully burdened.

An explanation of any additional anticipated expenses must be included in the proposal.

The undersigned **Proposer** proposes and agrees, if this Proposal is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **Proposer** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

Proposer accepts all of the terms and conditions of the **Information for Proposers**, including without limitation those dealing with the disposition of **PROPOSAL SECURITY**. This **PROPOSAL** will remain open for sixty (60) days after the day of **PROPOSAL Opening**. **Proposer** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **PROPOSAL**, **Proposer** represents, as more fully set forth in the **Agreement**, that **Proposer** has examined all **CONTRACT DOCUMENTS** (including but not limited to **Advertisement**, **Invitation to Propose** and the **Information for Proposers**) and the following **ADDENDA**: Addendum 1, Addendum 2 and Addendum 3



Storm Debris Monitoring Services

Electronic Copy

RFP 09-05

SOLID RESOURCES
ENVIRONMENTAL & EMERGENCY SERVICES



FEMA



U.S. Department
of Transportation
**Federal Highway
Administration**



Prepared for
THE CITY OF FAYETTEVILLE, ARKANSAS
February 17, 2009
2:00 p.m. CST



Prepared by: **SOLID RESOURCES INC**
ENVIRONMENTAL & EMERGENCY SERVICES

A wholly-owned subsidiary of



Comprehensive assistance with FEMA, FHWA, NRCS and
USACE related disaster reimbursement funding projects



Corporate Headquarters
2201 Cantu Court
Suite 119
Sarasota, Florida 34232

Phone: 941-379-8100

Fax: 941-379-8113

Field Office
6505 Blue Lagoon Drive
Suite 435
Miami, Florida 33126

Phone: 786-662-3144

Fax: 786-662-3147

www.solid-resources.com

REQUEST FOR PROPOSAL COVER SHEET



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8220

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 09-05, Storm Debris Monitoring Services

DEADLINE: Tuesday, February 17, 2009 at 11:00 AM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: February 11, 2009 & February 15, 2009

**REQUEST FOR PROPOSAL
RFP 09-05, Storm Debris Monitoring Services**

**** NOTICE: TO BE ADDED TO THE PLANHOLDERS LIST FOR NOTIFICATION OF ADDENDA FOR THIS PROJECT, E-MAIL YOUR CONTACT INFORMATION TO ANDREA FOREN @ aforen@ci.fayetteville.ar.us *****

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 09-05, Storm Debris Monitoring Services" with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Solid Resources, Inc.

Contact Person: Gary J. Stankovich Title: President

E-Mail: gstankovich@solid-resources.com Phone: (941) 379-8100

Business Address: 2201 Cantu Court, Suite 119

City: Sarasota State: Florida Zip: 34232-6254

Signature:  Date: February 13, 2009

Submit this notarized Statement of Proposer's Qualifications to the City of Fayetteville. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Proposal.

Solid Resources, Inc.

(Name of Proposer)

By: Gary J. Stankovich

Title: President

State of Florida

County of Sarasota

Gary J. Stankovich being duly sworn deposes and says that he is President

of Solid Resources, Inc.

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 13th day of February, 2009.

NOTARY PUBLIC-STATE OF FLORIDA
Vanessa Gatto
Commission # DD592056
Expires: SEP 05, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Vanessa Gatto
Notary Public

My Commission expires _____

September 5, 2009.

END OF SECTION 00420

STATEMENT OF PROPOSER'S QUALIFICATIONS

Solid Resources, Inc. (SRI) was formed as a family-owned business in 1992, providing environmental and emergency services for clients throughout the southeastern United States. The firm was incorporated in the State of Florida in 2000, and has been engaged in the emergency management contracting business for over eighteen years. The corporate office is located at 2201 Cantu Court, Suite 119, Sarasota, Florida 34232-6254 and the firm also maintains a fully-equipped field office in Miami, Florida.

Solid Resources, Inc. is currently in the final stage of completing a contract for the Louisiana Department of Transportation and Development following Hurricane Gustav and Ike, with an anticipated completion date of February, 2009. The estimated value of this contract is 15 million dollars.

SRI has just initiated a contract with the City of Rogers, Arkansas to assist with their Debris Removal Monitoring Services project following the January 2009 ice storm. The anticipated completion date for this contract is April 2009. The estimated value for this contract is 800 thousand dollars. The firm has also entered into pre-event debris monitoring contracts with other governmental clients throughout the United States.

The services that SRI provides include disaster debris monitoring and management, Public Assistance Technical support and emergency management training.

Solid Resources, Inc. has never failed to complete any work that was awarded to the firm and has never defaulted on a contract since it was formed in 1992.

The size and magnitude of similar projects completed by SRI are provided in Tab 2, Firm Experience and Past Performance.

SRI has critical supplies, materials and equipment (2,000 Garmin eTrex Legend GPS receivers and 2,000 Kodak Easy Share digital cameras with 2G memory cards) packaged and ready for deployment to a disaster site with limited notice; as we have learned from our extensive disaster response experience how to rapidly and efficiently mobilize our teams, and we take pride in our response preparedness.

The background and experience of the principal officers of the firm and the Disaster Debris Management Team that will support the City of Fayetteville's Storm Debris Monitoring Services projects are provided in Tab 7, Addenda and Appendices.

Solid Resources, Inc. will, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville.

Solid Resources, Inc. will use the bonding agent Roanoke Trading and Navigators. Our bonding limit is \$5,000,000.00.

SRI does not intend to utilize any subcontractors in order to provide the Storm Debris Monitoring Services project for the City of Fayetteville.

THE CITY OF FAYETTEVILLE, ARKANSAS

Request for Proposals 09-05

for

Storm Debris Monitoring Services

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Solid Resources, Inc. (SRI) was established in 1992 as a family-owned business to provide environmental and emergency management consulting services. The firm currently has two fully equipped and staffed offices located in Sarasota and Miami, Florida.

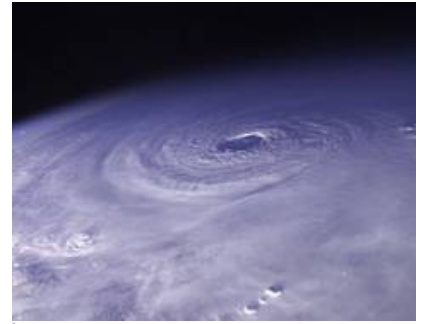
The firm was incorporated in the State of Florida on July 7, 2000. Solid Resources, Inc. is a wholly-owned and independent subsidiary of **O'BRIEN'S Response Management, Inc.**; which is a wholly-owned subsidiary of SEACOR Holdings, Inc., a publicly traded U.S. corporation providing worldwide support services to the offshore oil industry. To complete the services requested by the City, Solid Resources, Inc. will not be utilizing any subcontractors nor any resources of the parent company.

Since the early 1990's, Solid Resources, Inc. (SRI) has expanded and specialized in worldwide environmental and emergency cleanups, disaster debris monitoring, Public Assistance technical support, grant administration and governmental accounting and auditing services. The company has expanded rapidly during the past eight years and has cultivated a proven record of accomplishment for quick and effective emergency response to complex and catastrophic disasters. At the same time, Solid Resources, Inc. has strengthened our Federal programs expertise regarding disaster debris management and financial reimbursements with the following agencies:

- Department of Homeland Security
- Federal Emergency Management Agency
- Federal Highways Administration
- Department of Housing and Urban Development
- U. S. Department of Agriculture, Natural Resources Conservation Service
- U. S. Environmental Protection Agency

Solid Resources, Inc. developed its superior post-disaster debris management and monitoring capabilities by managing and monitoring the removal, reduction and disposal of more than \$900 million of eligible disaster-related debris in Florida, Georgia, Louisiana, Oklahoma, and Texas. Our experienced staff have written, reviewed, entered and/or approved more than 1 million load tickets. SRI has provided all of our clients with excellent service by utilizing our own highly trained and experienced management and supervisory staff, and delivering the highest levels of customer service to each and every client.

SRI maintains a roster of over 2,200 experienced and trained disaster debris management and monitoring professionals who are available for immediate deployment. When responding to and recovering from a disaster supported by the SRI Disaster Debris Management Team, the City of Fayetteville will know that it is receiving the best disaster management and recovery services available; provided by a company that is not over-obligated and dedicated to making the City of Fayetteville's needs its priority. We have developed a team with a superior working knowledge of the funding guidelines for FEMA, FHWA, USACE and NRCS reimbursement programs.



SRI's Disaster Debris Management Team has combined experience of more than 100 disaster projects, including:

- Hurricane Andrew
- Hurricane Floyd
- Hurricane Erin
- Hurricane George
- Hurricane Opal
- Hurricane Charley
- Hurricane Frances
- Hurricane Jeanne
- Hurricane Ivan
- Super Typhoon Paka
- Storm of the Century
- Northridge Earthquake
- North Florida Wild Fires
- Hurricane Lili
- T.S. Gabrielle
- Hurricane Isabel
- S.E. Asia Earthquake
- Tsunami (Indonesia)
- Hurricane Dennis
- Hurricane Katrina
- Hurricane Rita
- Hurricane Wilma
- Groundhog Day Tornadoes
- Ice Storm (Tulsa, OK)
- Mother's Day Tornadoes
- T.S. Fay
- Hurricane Gustav
- Hurricane Ike

The City of Fayetteville's Storm Debris Monitoring Services project will be managed by the firm's corporate office in Sarasota, Florida, which has been established since 2005. A temporary field office will be established within the City of Fayetteville for project management and supervisory staff, and will serve as a staging area for the daily deployment of all monitoring staff.

Solid Resources, Inc. warrants that the firm is fully qualified with adequate personnel and experience to complete all of the services identified in the Invitation for Bids for Storm Debris Monitoring Services project in a prudent fashion. The firm currently has 60 full-time permanent employees on staff assigned to both the Sarasota and Miami, Florida offices; and over 100 full-time temporary employees currently conducting debris monitoring operations in Louisiana and Arkansas. All employees are available for deployment to the Fayetteville area.

Since 2000, SRI has served hundreds of communities across the southeastern United States with its disaster recovery services – in debris monitoring and management, FEMA Public Assistance technical support services and project management. SRI has 16 years of experience as emergency managers and environmental consultants. We have an extensive background supporting debris monitoring, eligibility compliance, disaster planning and mitigation programs through federal grant agencies such as FEMA and FHWA.

With this project delivery team, we are positioned to offer the City of Fayetteville access to debris management services and emergency response capabilities from a firm that has an unparalleled knowledge of FEMA's and FHWA's principles, practices and policies. Solid Resources, Inc. recognizes that following a disaster the emergency response must be rapid and efficient, with accurate record-keeping and cost-effective use of resources to ensure that all federal reimbursement requests are acceptable to the funding agencies.

SRI is uniquely suited to provide Storm Debris Monitoring Services to the City of Fayetteville because of the firm's :

- Extensive monitoring experience for FEMA and FHWA debris removal, reduction and disposal since 2000;
- Broad experience providing disaster management services for the Florida Division of Emergency Management (FDEM) and the Florida Department of Transportation (FDOT) with the FEMA Public Assistance and the FHWA Emergency Relief Programs, respectively;
- SRI has been tasked by the FDOT to provide emergency recovery training to FDOT staff, as well as Florida state agencies and local governments statewide; and
- SRI has provided an entire array of emergency management services to the FDOT and FDEM, including the formulation of project worksheets, summary of documentation, appeals, assistance with final closeouts in conjunction with FEMA staff and final audits.

Solid Resources, Inc. has performed post-disaster emergency services for the following sample of clients and communities:

FL Dept. of Transportation
LA Dept. of Transportation
FL Dept. of Community Affairs
FL Div. of Emergency Mgmt.
Bibb County, GA
Brevard County
Broward County
Charlotte County
City of Atlantis
City of Belle Glade
City of Boca Raton
City of Bonita Springs
City of Bowling Green
City of Boynton Beach
City of Briny Breezes
City of Cloud Lake
City of Daytona Beach
City of Delray
City of Fort Myers Beach
City of Greenacres
City of Key West
City of Lake Worth
City of Miami
City of Palm Beach Gardens
City of Riviera Beach
City of South Bay
City of Tulsa, OK
City of Wauchula
City of West Palm Beach
City of Winter Springs
Collier County
Hardee County
Hillsborough County
Lee County
Miami-Dade County
Monroe County
Palm Beach County
Palm Beach School Board
Sarasota County
Seminole Tribe of Florida
Town of Glen Ridge
Town of Haverhill
Town of Highland Beach
Town of Jupiter
Town of Lake Park
Town of Lantana
Town of Palm Beach
Town of Palm Beach Shores
Town of South Palm Beach
Village of North Palm Beach
Village of Palm Springs
Village of Royal Palm Beach

and many others...

Solid Resources, Inc. has developed a team with a superior working knowledge of the debris eligibility guidelines for FEMA, FHWA, USACE and NRCS programs to ensure the highest level of successful reimbursements to its clients. Since 2000, the firm has provided disaster debris monitoring services for over 12 million cubic yards of vegetative and other types of disaster-related debris. Additionally, during the past 37 months SRI staff have provided FEMA Public Assistance technical support to more than 800 applicants; and have handled approximately \$4.3 billion dollars in project worksheets.

Solid Resources, Inc. was instrumental in forming the State of Florida's first Disaster Debris Team and assisted FEMA in the development of FEMA's debris training seminar in 2006. Training materials prepared by SRI emphasized the environmental requirements of debris removal, reduction and disposal operations. No other emergency management firm has done more to assist Florida's local governments recover and process their Federal reimbursements for both debris removal and infrastructure damage than SRI; and the depth and breadth of experience held by our professional staff is unmatched.

At the invitation of Florida Division of Emergency Management, SRI staff presented a Project Closeout training workshop for 75 state and federal recovery workers and helped to create and staff the first State of Florida Disaster Debris Team. In coordination with FEMA, the SRI State Disaster Debris Team prepared training material and set up applicant debris management training workshops throughout South Florida. The company has developed and delivered FHWA and FEMA program training to more than 700 state and local government personnel throughout the State of Florida.

Solid Resources, Inc.'s philosophy is to go above and beyond our clients' expectations when it comes to the quality of our debris monitoring services.

Solid Resources, Inc. (SRI) works closely with local, state and federal emergency management agencies to monitor and expedite the cleanup of disaster debris, and to maximize reimbursements and financial assistance from granting agencies such as FEMA and FHWA.

With our project delivery team, we are positioned to offer the City of Fayetteville access to debris management services and emergency response capabilities from a firm that has an unparalleled knowledge of FEMA's and FHWA's principles, practices and policies. SRI recognizes that following a disaster the emergency response must be rapid and efficient, with accurate record-keeping and cost-effective use of resources to ensure that all federal reimbursement requests are acceptable to the funding agencies. Solid Resources, Inc. is thankful for this opportunity to submit our qualifications and stands ready and prepared to serve the City of Fayetteville, Arkansas.

We encourage the City of Fayetteville to contact any of the references provided in Tab 2 (Firm Experience and Past Performance) and Tab 7 (Addenda and Appendices) for further details regarding the professional manner in which all of our contracts have been completed.

SRI DISASTER DEBRIS MANAGEMENT TEAM HIGHLIGHTS

- Professional staff with FEMA, State, and FHWA experience
- Substantial number of successfully completed debris monitoring projects
- More than \$4 billion of FEMA reimbursement experience
- Large Public Assistance and debris monitoring and management staff
- Unparalleled pre-event planning expertise
- Unmatched disaster recovery experience
- State Technical Assistance experience as prime contractor
- Debris management, compliance and monitoring expertise

Solid Resources, Inc. developed its superior post-disaster debris management and monitoring capabilities by managing and monitoring the removal, reduction and disposal of more than \$900 million of eligible disaster related debris in Florida, Georgia, Louisiana, Oklahoma, and Texas. Our experienced staff have written, reviewed, entered and/or approved more than 1 million load tickets. SRI has provided all of our clients with excellent service by utilizing our own highly trained and experienced management and supervisory staff, and delivering the highest levels of customer service to each and every client.

SRI maintains a roster of over 2,200 experienced and trained disaster debris management and monitoring professionals who are available for immediate deployment. When responding to and recovering from a disaster supported by the SRI Disaster Debris Management Team, the City of Fayetteville will know that it is receiving the best disaster management and recovery services available; provided by a company that is not over-obligated and dedicated to making the City of Fayetteville's needs its priority. We have developed a team with a superior working knowledge of the funding guidelines for FEMA, FHWA, USACE and NRCS technical program assistance.

Since 2000, SRI has served hundreds of communities across the southeastern United States with its disaster recovery services – in debris monitoring and management, FEMA Public Assistance technical support services and project management. SRI has 16 years of experience as emergency managers and environmental consultants. We have an extensive background supporting debris monitoring, eligibility compliance, disaster planning and mitigation programs through federal grant agencies such as FEMA and FHWA.

The City of Fayetteville's Storm Debris Monitoring Services project will be managed by the firm's corporate office in Sarasota, Florida, which has been established since 2005. A temporary field office will be established within the City of Fayetteville for project management and supervisory staff, and will serve as a staging area for the daily deployment of all supervisory and monitoring staff.

Solid Resources, Inc. warrants that the firm is fully qualified with adequate personnel and experience to complete all of the services identified in the Request for Proposal for Storm Debris Monitoring Services project in a prudent fashion. The firm currently has 60 full-time permanent employees on staff assigned to both the Sarasota and Miami, Florida offices; and over 100 full-time temporary employees conducting debris monitoring operations in Louisiana and Arkansas. All employees are available for deployment to the City of Fayetteville.

Solid Resources, Inc. has developed a team with a superior working knowledge of the debris eligibility guidelines for FEMA, FHWA, USACE and NRCS programs to ensure the highest level of successful reimbursements to its clients. Since 2000, the firm has provided disaster debris monitoring services for over 12 million cubic yards of vegetative and other types of disaster-related debris. Additionally, during the past 37 months SRI staff have provided FEMA Public Assistance technical support to more than 800 applicants; and have handled approximately \$4.3 billion dollars in project worksheets.

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At the invitation of Florida Division of Emergency Management, SRI staff presented a Project Closeout training workshop for 75 state and federal recovery workers and helped to create and staff the first State of Florida Disaster Debris Team. In coordination with FEMA, the SRI State Disaster Debris Team prepared training material and set up applicant debris management training workshops throughout South Florida. The company has developed and delivered FHWA and FEMA program training to more than 700 state and local government personnel throughout the State of Florida.

The Solid Resources, Inc. (SRI) Public Assistance Teams provided sixty (60) Public Assistance Coordinators and Project Officers to assist with the post-disaster recovery process in the State of Florida following Hurricane Wilma in 2005, assisting with site inspections, formulation of Project Worksheets (PW), document review, Detail Damage Inspection Reports (DDIR), technical assistance, final inspections and audit reviews by the Inspector General. Our PA Team has extensive experience with Project Worksheet appeals, advocating for local governments and representing the State in negotiations that positively impact financial reimbursements to our clients.

In Monroe County, Florida (Florida Keys), SRI staff monitored the recovery, removal and disposal of 436 abandoned or derelict vessels, providing the documentation necessary to secure \$2,111,447 in debris removal cost reimbursements. The 2005 hurricanes impacting the Florida Keys also dislodged 45,129 lobster traps throughout the waterways and canals, which were retrieved at a cost of \$1,451,434. SRI Debris Specialists also assisted Miami-Dade County, FL in the removal of illegally dumped debris mulch in a 8½ mile stretch of wetlands in Homestead, Florida. The applicant's funding was being held by FEMA until all hurricane-related debris mulch was removed and their contractor was cleared by the County's Department of Environmental Resource Management.

At the invitation of Florida Division of Emergency Management, SRI staff presented a Project Closeout training workshop for 75 state and federal recovery workers and helped to create and staff the first State of Florida Disaster Debris Team. In coordination with FEMA, the SRI State Disaster Debris Team prepared training material and set up applicant debris management training workshops throughout South Florida. The company has developed and delivered FHWA and FEMA program training to more than 700 state and local government personnel throughout the State of Florida.

Solid Resources, Inc. (SRI) works closely with local, state and federal emergency management agencies to monitor and expedite the cleanup of disaster debris, and to maximize reimbursements and financial assistance from granting agencies such as FEMA and FHWA.

SRI is currently completing a debris management project for the Louisiana Department of Transportation and Development following the passage of Hurricanes Gustav and Ike. Over 1,700 monitoring staff were deployed and a total of 220,000 trees with hanging branches were cut, 3.1 million cubic yards of vegetative debris and 90,000 cubic yards of C&D debris have been removed to date.

The firm recently completed debris monitoring projects for the City of Conroe, Texas and LaFourche Parish, Louisiana with their debris removal projects for Hurricanes Gustav and Ike.

SRI assisted Bibb County, GA with the monitoring of its debris removal operation. The total debris generated by the 2008 Mother's Day tornados in the unincorporated portions of the county is approximately 180,000 cubic yards.

Solid Resources, Inc. also completed a major debris monitoring project for the City of Tulsa, OK, where almost 2.75 million cubic yards of debris have been removed following a severe ice storm in December 2007. SRI mobilized a Disaster Debris Management Team and deployed within 3 hours after notification, arriving on site within 24 hours fully prepared to assist the City of Tulsa. As the debris hauling phase and the debris reduction phase were undertaken by separate contractors, two load ticket databases (removal and final disposal) were reconciled daily. A total of 32 bucket trucks (each with a dedicated monitor) swept through the City to eliminate the threat to public safety from hanging limbs and leaning trees as quickly as possible. With 328 pieces of hauling equipment clearing the public right-of-way at full ramp-up, over 70,000 cubic yards of debris were being removed from the City daily.

Following Hurricane Wilma in 2005, SRI was responsible for monitoring the debris removal of approximately one million cubic yards of storm debris in Collier County. SRI provided all needed personnel and was the only debris management and monitoring firm used by the county following Hurricane Wilma. At the height of operations, approximately 600 debris clearance personnel and 271 pieces of equipment provided debris collection.

The Office of the Inspector General (OIG) conducted an audit of over \$37 million dollars of Hurricane Wilma debris removal and monitoring projects undertaken by Collier County. In a report to the Director of the Florida Long Term Recovery Office in April 2006, the Acting Audit Director for FEMA Region IV stated that “the county had an effective system for accounting for disaster-related costs.....and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractor.” This project has been deemed a ‘model’ debris management project by FEMA and Florida Division of Emergency Management officials.

With our project delivery team, we are positioned to offer the City of Fayetteville access to debris management services and emergency response capabilities from a firm that has an unparalleled knowledge of FEMA’s and FHWA’s principles, practices and policies. SRI recognizes that following a disaster the emergency response must be rapid and efficient, with accurate record-keeping and cost-effective use of resources to ensure that all federal reimbursement requests are acceptable to the funding agencies. Solid Resources, Inc. is thankful for this opportunity to submit our qualifications and stands ready and prepared to serve the City of Fayetteville, Arkansas.

We encourage the City of Fayetteville to contact any of the references provided in Tab 2 (Firm Experience and Past Performances) and review the unsolicited letters of reference provided in Tab 7 (Addenda and Appendices) for further details regarding the professional manner in which all of our contracts have been completed.

SRI DISASTER DEBRIS MANAGEMENT TEAM HIGHLIGHTS

- Professional staff with FEMA, State, and FHWA experience
- Substantial number of successfully completed debris monitoring projects
 - More than \$4 billion of FEMA reimbursement experience
- Large Public Assistance and debris monitoring and management staff
 - Unparalleled pre-event planning expertise
 - Unmatched disaster recovery experience
- State Technical Assistance experience as prime contractor
- Debris management, compliance and monitoring expertise



FEDERAL EMERGENCY MANAGEMENT AGENCY

Firm Experience and Past Performance

Below and on the following pages a sampling of Solid Resources, Inc.'s recent projects are summarized (including reference contact data); for services performed that are similar to the requirements for the City of Fayetteville's Storm Debris Monitoring Services project.

Client: Louisiana Department of Transportation and Development Event: Hurricane Gustav (FEMA-1786-DR-LA) and Hurricane Ike (FEMA-1792-DR-LA) Project Name: Debris Removal and Disposal Monitoring Services	
Project Dates: September 2008 — Ongoing Total Debris Removal Costs: \$77,290,273 to date Total Monitoring Costs: \$14,274,000 to date Approximate Number of Cubic Yards: 3,020,392 to date No. of Leaner/Hanger Trees: 223,267 to date No. of Debris Removal/Reduction Contractors: 1 No. of SRI Project Staff: 1,515 No. of Load Tickets: 61,751 to date No. of Trucks: 1,003 No. of DMS: 60 No. of Residential Drop Offs: 0	Reference: Mr. Rhett Desselle, P.E., District 8 Assistant District Administrator of Operations 1201 Capital Access Road Baton Rouge, Louisiana 70804-9245 (318) 561-5102 RhettDesselle@dotd.la.gov

Client: City of Conroe, Texas Event: Hurricane Ike (FEMA-1791-DR-TX) Project Name: City of Conroe Debris Management Services	
Project Dates: September 2008 — November 2008 Total Debris Removal Costs: \$650,000 Total Monitoring Costs: \$167,890 Approximate Number of Cubic Yards: 54,162 No. of Leaner/Hanger Trees: 0 No. of Debris Removal/Reduction Contractors: 3 No. of SRI Project Staff: 20 No. of Trucks: No. of Load Tickets: N/A – force account labor No. of DMS: 1 No. of Residential Drop Offs: 0	Reference: Mr. Dean Towery, Public Works Director 401 Sgt. Ed Holcomb Boulevard Conroe, Texas 77305 (936) 522-3831 dtowers@cityofconroe.org

Client: LaFourche, Parish, Louisiana Event: Hurricane Gustav (FEMA-1786-DR-LA) and Hurricane Ike (FEMA-1792-DR-LA) Project Name: Monitoring of Disaster Generated Debris Removal, Management and Technical Assistance	
Project Dates: September 2008 — Ongoing Total Debris Removal Costs: \$3,415,697 to date Total Monitoring Costs: \$1,458,707 to date Approximate Number of Cubic Yards: 272,550 to date No. of Leaner/Hanger Trees: 6,670 to date No. of Debris Removal Contractors: 1 No. of SRI Project Staff: 135 No. of Load Tickets: 7,871 No. of Trucks: 342 No. of TDSRS: 5 No. of Residential Drop Offs: 0	Reference: Mr. Jerome Danos Solid Waste Manager 402 Greene Street Thibodeaux, Louisiana 70302 (985) 637-5199 DanosJP@Lafourchegov.org

Client: Bibb County, Georgia
Event: Mother's Day Tornado (FEMA-1761-DR-GA)
Project Name: Monitoring of Debris Removal and Related Services

Project Dates: June 2008 - October 2008
Total Debris Removal Costs: \$868,806
Total Monitoring Costs: \$201,762
Approximate Number of Cubic Yards: 179,102
No. of Debris Removal/Reduction Contractors: 1
No. of SRI Project Staff: 35
No. of Load Tickets: 2,124 **No. of Trucks:** 15
No. of DMS: 1 **No. of Residential Drop Offs:** 0

Reference:

Mr. Ken Sheets
County Engineer
780 Third Street
Macon, Georgia 31201
(478) 621-6660
ksheets@co.bibb.ga.us

Client: City of Tulsa, Oklahoma
Event: Severe Winter Storms (FEMA-1735-DR-OK)
Project Name: Storm Debris Collection/Disposal Monitoring Services

Project Dates: January 2008 - September 2008
Total Debris Removal Costs: \$12,273,490
Total Monitoring Costs: \$3,256,581
Approximate Number of Cubic Yards: 2,670,030
No. of Debris Removal/Reduction Contractors: 2
No. of SRI Project Staff: 181
No. of Load Tickets: 64,642 **No. of Trucks:** 328
No. of DMS: 3 **No. of Residential Drop Offs:** 0

Reference:

Mr. Paul Strizek
Planning and Contracts Coordinator
707 South Houston Avenue
Tulsa, Oklahoma 74127
(918) 596-9716
pstrizek@ci.tulsa.ok.us

Client: Collier County (Florida) Solid Waste Management Department
Event: Hurricane Wilma (FEMA-1609-DR-FL)
**Project Name: FEMA Acceptable Monitoring of Disaster Generated Debris,
Debris Management and Public Assistance Technical Assistance**

Project Dates: October 2005 - April 2006
Total Debris Removal Costs: \$32,000,000
Total Monitoring Costs: \$5,000,000
Approximate Number of Cubic Yards: 1,200,000
No. of Debris Removal Contractors: 1
No. of SRI Project Staff: 172
No. of Load Tickets: 34,180 **No. of Trucks:** 271
No. of TDSRS: 4 **No. of Residential Drop Offs:** 0

Reference:

Mr. Dan Rodriguez
Director of Solid Waste
3301 Tamiami Trail East, Bldg. H
Naples, Florida 34112
(239) 732-2508
DanRodriguez@colliergov.net

Client: Charlotte County (Florida) Environmental Services Department
Events: Hurricanes Charley (FEMA-1539-DR-FL) and Ivan (FEMA-1551-DR-FL)
Project Name: Post-Disaster Debris Management and Monitoring Services

Project Dates: August 2004 - June 2005
Total Debris Removal Costs: \$55,000,000
Total Monitoring Costs: \$2,783,460
Approximate Number of Cubic Yards: 1,900,000
No. of Debris Removal Contractors: 1
No. of SRI Project Staff: 38
No. of Load Tickets: 51,000 **No. of Trucks:** 700
No. of TDSRS: 3 **No. of Residential Drop Offs:** 3

Reference:

Mr. Jim Thomson
 Director of Environmental Services
 25550 Harbor View Rd. Suite #2
 Port Charlotte, FL 33980-2503
 (941) 764-4380
 Jim.Thomson@charlottefl.com

Client: Lee County (Florida) Solid Waste Department
Event: Hurricane Wilma (FEMA-1609-DR-FL)
Project Name: Post-Debris Removal Monitoring Services

Project Dates: October 2005 - February 2006
Total Debris Removal Costs: \$10,050,051
Total Monitoring Costs: \$955,491
Approximate Number of Cubic Yards: 500,000
No. of Debris Removal Contractors: 1
No. of SRI Project Staff: 60
No. of Load Tickets: 15,000 **No. of Trucks:** 150
No. of TDSRS: 5 **No. of Residential Drop Offs:** 1

Reference:

Mr. Jason Fournier
 Solid Waste Coordinator
 10500 Buckingham Road
 Fort Myers, Florida 33905
 (239) 338-3302
 fournija@leegov.com

Client: Palm Beach County (Florida) Solid Waste Authority
Events: Hurricanes Frances (FEMA-1545-DR-FL) and Jeanne (FEMA-1561-DR-FL)
Project Name: Post-Disaster Debris Management and Monitoring Services

Project Dates: August 2004 - June 2005
Total Debris Removal Costs: \$60,000,000
Total Monitoring Costs: \$4,052,505
Approximate Number of Cubic Yards: 3,500,000
No. of Debris Removal Contractors: 5
No. of SRI Project Staff: 140
No. of Load Tickets: 115,000 **No. of Trucks:** 1,500
No. of TDSRS: 10 **No. of Residential Drop Offs:** 3

Reference:

Mr. John Archambo
 Director of Customer Information Services
 7501 North Jog Road
 West Palm Beach, Florida 33412
 Tel: (561) 697-2700 ext. 4725
 jarchambo@swa.org

Client: Hillsborough County (Florida) Solid Waste Management
Events: Hurricanes Charley (FEMA-1539-DR-FL), Frances (FEMA-1545-DR-FL) and Jeanne (FEMA-1561-DR-FL)
Project Name: Professional Engineering Services for Debris Management

Project Dates: August 2004 - June 2005
Total Debris Removal: \$30,000,000
Amount of Contract: \$3,132,150
Approx. Cubic Yards: 1,000,000
No. of Debris Removal Contractors: 3
No. of SRI Project Staff: 120
No. of Load Tickets: 45,000 **No. of Trucks:** 1,100
No. of TDSRS: 5 **No. of Residential Drop Offs:** 22

Reference:

Mr. Christopher Snow
 Principal Planner
 Solid Waste Management
 601 E. Kennedy Blvd., 24th Floor
 Tampa, Florida 33601
 (813) 276-8408
 snowc@hillsboroughcounty.org

Client: Florida Department of Transportation

Events: Hurricanes Charley (FEMA-1539-DR-FL), Frances (FEMA-1545-DR-FL), Ivan (FEMA-1551-DR-FL), Jeanne (FEMA-1561-DR-FL), Dennis (FEMA-1595-DR-FL), Katrina (FEMA-1602-DR-FL), Rita (FEMA-3259-EM-FL), Wilma (FEMA-1609-DR-FL) and Groundhog Day Tornadoes (FEMA-1679-DR-FL)

Project Name: Emergency Management Services

No. of Solid Resources Project Staff: 43

Project Dates: October 2005 – Ongoing

Contract Amount: No budgetary cap, funding level is task-based

Reference: Jason Wheeler State Emergency Coordinating Officer 605 Suwannee Street, MS 53 Tallahassee, Florida 32399-0450 (850) 245-1505 jason.wheeler@dot.state.fl.us	Reference: Mr. Doug Wright Recovery Chief 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 (850) 413-9963 doug.wright@em.myflorida.gov
Task No. 1: Appeals Prepared 32 appeals with a value of \$28M. An additional 10 appeals totaling \$30M are in progress.	Task No. 2: Project Worksheets 171 Project Worksheets valued at over \$102M have been submitted to FEMA.
Task No. 3: Disaster Recovery Training 1.5 day training sessions on six topics to all Districts, Central Office and the Turnpike Enterprise. Participants received a course manual and an interactive PowerPoint presentation. Training has been expanded to local governmental applicants in 2007.	Task No. 4: FHWA-ER Program Audit Development and execution of an audit program that consists of reviewing \$500M in FHWA-ER program related costs that were associated with the 2004 hurricanes.
Task No. 5: DDIR/PW Comparison for Closeouts Completed a summary of spreadsheets identifying local applicants with outstanding DDIR and/or PW issues based on 2,189 PWs with a value of over \$2B.	Task No. 6: Detailed Damage Inspection Reports Assisted 38 local applicants with DDIRs valued at over \$50M. In process of assisting an additional 15 applicants.
Task No. 7: Summary of Documentation (SOD) Evaluation and submission of 27 SODs with a value of \$33M.	Task No. 8: Project Closeouts Identification of 41 projects that were prepared for the FEMA closeout process with a value of over \$40M.
Task No. 9: Hazard Mitigation Grant Program Allocations Review Review projects funded under the State of Florida's Hazard Mitigation Grant Program.	Task No. 10: Unidentified Emergency Work Identified and prepared Project Worksheets for over 150 projects valued at over \$50M for submission to FEMA.
Task No. 11: Quarterly Reports To date a total of 3,029 quarterly reports have been reconciled.	Task No. 12: Average Debris Collection Expenses by District/County Developed as a tool for estimating DDIR eligible debris costs for Category A Project Worksheets.

Below is the most recent letter of reference that Solid Resources, Inc. has received from a past client. Due to the page limitations in this proposal, additional letters of reference are provided in Tab 7 (Addenda and Appendices).



BOBBY JINDAL
GOVERNOR

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
District 08 / Gang 208**

12 Calvert Drive
Alexandria, La. 71303
Phone (318) 487-5717 Fax (318) 561-5214
www.dotd.la.gov



WILLIAM D. ANKNER, Ph.D.
SECRETARY

December 15, 2008

FEMA PROJECT NO. 737-98-0032 AND
FHWA PROJECT NO. 737-98-0033
DISTRICT 08 EMERGENCY CONTRACT
DEBRIS, REDUCTION AND
DISPOSAL FROM HURICANE GUSTAV

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Subject: LADOTD District 08 Hurricane Gustav Debris Removal

Dear Mr. Stankovich:

I would like to take this opportunity to express my appreciation for the services your company provided during the recent hurricane debris removal in Avoyelles and Rapides Parishes. I could not have asked for a more professional or knowledgeable group to assist us in monitoring our contractor's removal and reduction operations.

My office primarily handles oversight of highway construction projects. We have never been directly involved in a project of this nature. From Day One SRI provided the assistance we needed to ensure our contract was administered within the proper guidelines, optimizing our chances for 100% reimbursement from FEMA and FHWA. From the outstanding communication and work ethic demonstrated by your on-site project manager, to the technology that allowed us to rapidly address concerns from local municipalities, SRI never failed to provide service that was above and beyond what was expected. No request was too large or too small, and all were addressed in a timely and professional manner.

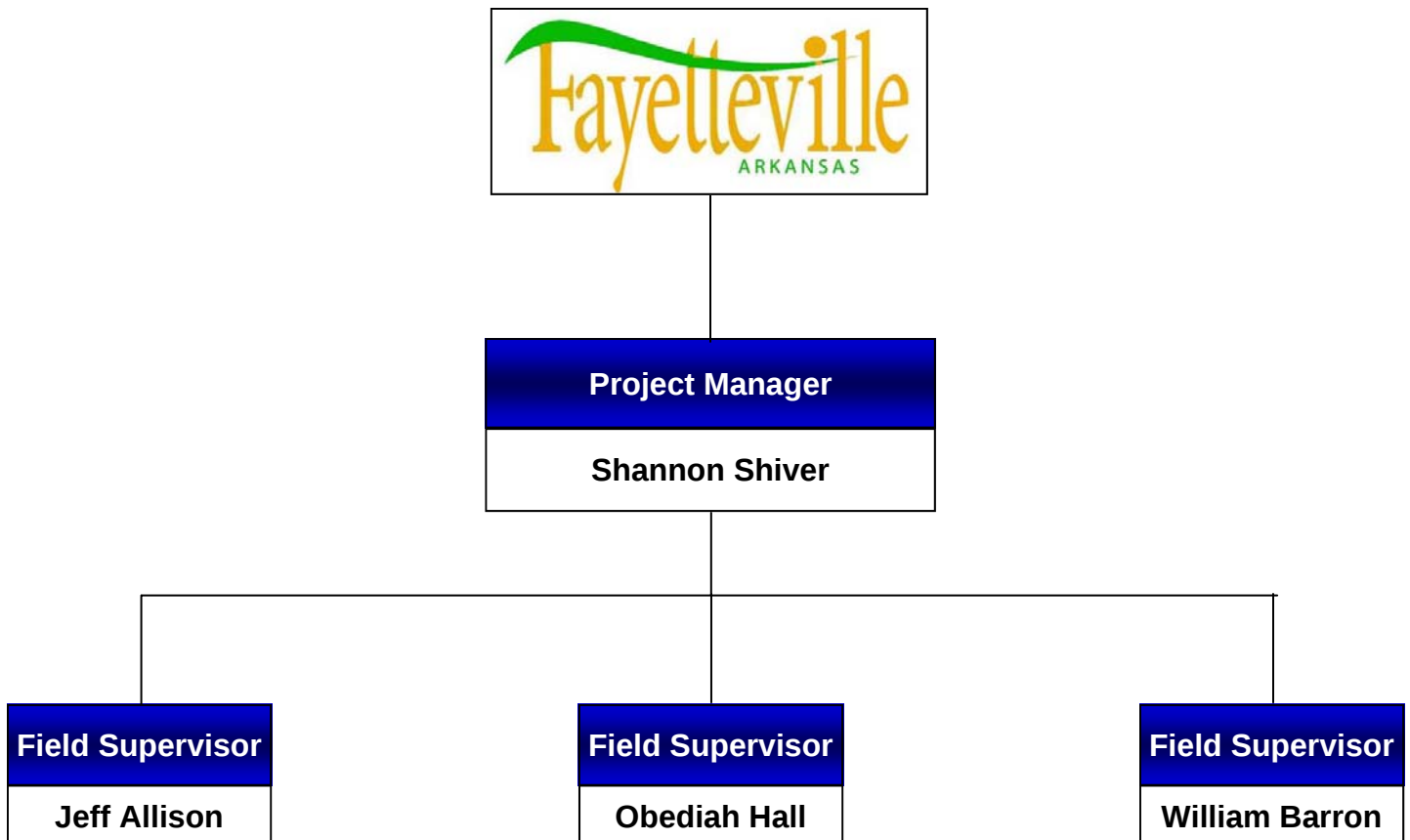
Again, thanks for a job well done!

Sincerely,

Troy Roussell, P.E.
Project Engineer
LA DOTD District 08 Alexandria

AN EQUAL OPPORTUNITY EMPLOYER
A DRUG-FREE WORKPLACE
02 53 2010

The schematic provided below illustrates the key members of the Solid Resources, Inc.'s (SRI) Disaster Debris Management Team that would be assigned to complete the City of Fayetteville's Storm Debris Monitoring Services project. All project personnel listed below are full-time employees of SRI and the business address for all staff is 2201 Cantu Court, Suite 119, Sarasota, Florida 34232-6260. The Project Manager will have full authority to act on behalf of SRI. Solid Resources, Inc. confirms that it will be ready to provide prompt commencement of services and complete the City of Fayetteville's Storm Debris Monitoring Services project within the required time frame.



Shannon Shiver, Project Manager

Ms. Shiver recently served as Operations Manager for the Louisiana Department of Transportation and Development debris monitoring project resulting from Hurricanes Gustav and Ike. She was directly responsible for the daily supervision of all activities of 10 Field Supervisors and 300 field monitors including but not limited to coordinating clean up efforts between hauling contractors and the LADOTD. Shannon's responsibilities also included generating accurate and detailed reports critical to identifying debris clearance progress.

Prior to her assignment in Louisiana, Ms. Shiver acted as the DMS Supervisor for the City of Tulsa, Oklahoma Ice Storm Debris Removal/Disposal Project DR1735. In this position, Shannon's responsibilities included the staffing and training of all DMS personnel. Each DMS acted as a temporary site in that all 2.5 million cubic yards of debris was ultimately ground into mulch and transported to several final disposal sites. Ms. Shiver also managed roving monitors responsible for documenting debris piles identified as hot spots. These hot spots were photographed and entered into the SRI Debris Tracker Database from which daily reports were generated and provided to the hauling contractor and Mayor's Action Center.

During 2007, Ms. Shiver supported the Florida Department of Transportation in its review of Federal Highways Administration-Emergency Relief program debris related expenses totaling more than \$600 million. This project included the development and execution of a review program that met the requirements of both FHWA and FDOT to ensure 2004 hurricane related FHWA Emergency Relief Program expenditures were in compliance with State and Federal requirements.

Prior to working with Solid Resources, Ms. Shiver was employed at the Florida Department of Community Affairs (DCA) as a community assistance consultant. At DCA, she was tasked with reviewing grant applications for economic development, neighborhood and commercial revitalization as well affordable housing. In addition, Ms. Shiver provided technical assistance in the areas of citizen complaints; conflicts of interest; federal labor standards; contract amendments; compliance with federal and state procurement regulations; compliance with the National Environmental Policy Act and compliance with all contractual reporting and closeout requirements.

While at DCA, Ms. Shiver also managed Community Development Block Grants for communities impacted by the 2004 and 2005 hurricanes. This entailed reviewing required local policy plans to ensure compliance with state and federal regulations, reviewing construction and engineering plans and specifications for construction projects and bid documents to ensure adherence to application project description and contractual conditions and budget. She was also responsible for reviewing and approving payment requests prior to processing, conducting on-site and desk monitoring of funded projects in various categories (economic development, neighborhood revitalization, commercial revitalization, and affordable housing.)

Ms. Shiver completed a Bachelors' degree from Florida State University and also earned an Associate's degree from Tallahassee Community College.

Ms. Shiver has the following FEMA course certificates:

- IS-100
- IS-200
- IS-253
- IS-393
- IS-547
- IS-630
- IS-631
- Debris Management (G 202)

Ms. Shiver has worked on the following disasters:

- | | |
|--------|--------------|
| ■ 1539 | T.S. Bonnie |
| ■ 1539 | Charley |
| ■ 1545 | Frances |
| ■ 1551 | Ivan |
| ■ 1561 | Jeanne |
| ■ 1595 | Dennis |
| ■ 1602 | Katrina |
| ■ 1609 | Wilma |
| ■ 1735 | OK Ice Storm |
| ■ 1761 | GA Tornadoes |
| ■ 1785 | T.S. Fay |
| ■ 1786 | Gustav |
| ■ 1792 | Ike |



Jeff Allison, Field Supervisor

Mr. Allison recently served as the Project Manager for the Louisiana Department of Transportation and Development's (District 7) disaster debris removal monitoring project following Hurricane Ike. In this position, Mr. Allison oversaw the removal of 15,000 cubic yards of disaster generated debris. Prior to this assignment, as a member of the SRI Disaster Debris Management Team, he worked as an Operations Manager while training as Project Manager during a project resulting from several tornados in Bibb County, GA.

Mr. Allison was employed for over five years as a Finance and Sales Manager of the second largest Chrysler, Jeep, Dodge dealer in Oklahoma. In this position he was responsible for training and managing up to 30 employees. As Finance Manager, Mr. Allison increased the back-end profit of the dealership by 50%.

Mr. Allison earned his Associate of Arts Degree in Liberal Arts and has been working in the Financial & Management industry prior to being employed by Solid Resources. While attending college, Mr. Allison worked as a supervisor at United Parcel Service. While employed at UPS, he was trained in many aspects of the business and held several different positions. Jeff was co-chair of the safety committee and was responsible for training and managing up to 50 employees. He was also responsible for monitoring and maintaining the package tracking database. Another of the many positions held at UPS was in the Accounting and Finance department, where he managed several audit employees on multiple shifts.

Prior to working at United Parcel Service, Mr. Allison held several other management positions at various companies, including:

- WEST Corporation / America Online
- Mortgage Broker Network Group
- Little Caesar's Pizza

While in college, Mr. Allison was listed on the Dean's Honor Roll as well as the President's Honor Roll. His major course of study at the University of Arkansas was Biology/Pre-medical and he also studied Management Information Systems at Oklahoma State University.



Mr. Allison has worked on the following disasters:

- 1735 OK Ice Storm
- 1761 GA Tornadoes
- 1786 Gustav
- 1792 Ike



Obediah Hall, Field Supervisor

Mr. Hall recently served Solid Resources (SRI) as a Field Supervisor for Louisiana Department of Transportation and Development's (LA DOTD) District 61 debris monitoring project in the State of Louisiana. In this position, Mr. Hall was responsible for the oversight of up to 25 monitors on a daily basis. Mr. Hall went above and beyond by taking the time to personally train monitors and constantly providing support in the field. In this position, he took the lead in the Road Certification program, supervising a crew of up to 25 monitors. Leading this team, he was responsible for training monitors in identifying hazardous leaning trees and hanging limbs, identifying construction and demolition debris, determining debris eligibility, estimating cubic yards remaining on each route, and updating a maps and spreadsheets daily to report to LA DOTD.

Prior to working with SRI, Mr. Hall worked with the Florida Department of Revenue's Florida Reserve for 3 years as a Supervisor. This position has given him the ability to work in a highly stressful, fast-paced environment. Mr. Hall had numerous duties including managing the sorting of mail according to address, mailing center, etc., weighing mail and computing postage, maintaining records of incoming and outgoing mail, and completing meter machine reports.

While employed with the State of Florida, Mr. Hall was also employed at a national video rental chain for 6 years as a Manager. His job responsibilities included preparing the staff schedule and maintaining an accurate inventory. After 2 years, he was promoted to On Site Manager and took on additional responsibilities including supervising employees and preparing daily and monthly revenue reports.

Mr. Hall possesses excellent customer service and computer knowledge skills. He has the ability to work independently, interact with a wide range of people, manage time efficiently, and problem solve. Mr. Hall cultivated a relationship with clients and colleagues in order to support the corporate goals of profitable growth. He is informative, detail oriented, and able to execute multiple tasks simultaneously.

In addition, Mr. Hall has acted as Site Foreman for multiple landscaping companies in the State of Florida. He has been tasked with scheduling employees work hours, reviewing contracts, interacting with clients, and assuring that contractual obligations were fulfilled. Site Foreman –schedule work, reviewed contracts, interacted with clients, both commercial and private. Mr. Hall has also been responsible for monitoring compliance with OSHA regulations.

Mr. Hall attended Harding University in Arkansas, studying Bible & Ministry. He has also attended Bainbridge Community College, where he studied business management.

Mr. Hall has the following FEMA course certificates:

- IS-630
- IS-631
- IS-632

Mr. Hall has worked on the following disasters:

- 1735 OK Ice Storm
- 1761 GA Tornadoes
- 1786 Gustav
- 1792 Ike



William Joel Barron Jr., Field Supervisor

Mr. Barron recently served as Solid Resources, Inc.'s (SRI) Operations Manager for Louisiana Department of Transportation and Development's (LA DOTD) District 61 debris monitoring project. In this position, he has managed the monitoring of over 151,000 cubic yards of debris collection and more than 4,837 leaners/hangers cut. His role involved ensuring accurate recordkeeping for debris collection and monitoring services to maximize FEMA reimbursement, conducting daily meetings with the debris contractor to ensure collection operations met contractual obligations, and overseeing the preparation of daily status reports.

Prior to working in District 61, Mr. Barron held the position of Field Supervisor for LA DOTD's District 8 debris monitoring project, where he excelled and was promoted to Operations Manager. His duties as Field Supervisor included overseeing truck certifications, debris management site operations and the stump removal program, supervising load ticket completion, managing teams of monitors and tracking the cumulative volume of debris removed and reduced.

Prior to this assignment Mr. Barron worked with Solid Resources, Inc. as a Field Supervisor in Tulsa, Oklahoma for the December 2007 ice storm. Prior to this assignment, Mr. Barron served his country in the military for twenty-two years, receiving numerous awards and medals including three Meritorious Service Medals.

Mr. Barron's military service lasted from July 1965 through May 1987. His last assignment was as a Quality Assurance Inspector for the United States Army Finance and Accounting Center, ensuring that all rules and regulations were being followed. Prior to this assignment, he served with the United State Army Commissary at Fort Wainwright, Alaska as a WL 5 Work Leader/Supervisor.

Mr. Barron has worked on the following disasters:

- 1735 OK Ice Storm
- 1786 Gustav
- 1792 Ike



Solid Resources, Inc. (SRI) has carefully reviewed the Scope of Services provided in the Request for Proposal for the City of Fayetteville's Storm Debris Monitoring Services project. All debris removal and monitoring operations will be conducted in full compliance with the all rules and regulations of the Occupational Health and Safety Standards as published by the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor. In addition, the firm will also ensure that the debris removal, reduction and disposal operations follow all established policies and procedures required by FEMA and the Federal Highways Administration (FHWA) to ensure successful financial reimbursements from these funding agencies.

In every contract, establishing procedures for communication, planning, performance monitoring, quality and cost control have proven key to a project's success. SRI is able to provide superior services by assessing and evaluating each client's unique pre- and post-disaster situation by reviewing details into debris collection, communications, contracts, regulations and operational procedures.

The SRI Disaster Debris Management Team is experienced with all facets of debris planning, mitigation, response and recovery and is prepared to provide the City of Fayetteville with comprehensive debris management and monitoring services. The first step to any new project is to review the services the client expects and to make recommendations on what is needed pre-disaster, as well as after the storm. SRI personnel will review load ticket protocol, collection vehicle standards and compliance factors, debris zone maps and procedures, reporting and documentation requirements, review data reporting templates, discuss Debris Management Site preparations and review current FEMA debris eligibility criteria and policy matters, among other vital tasks.

Solid Resources, Inc. will supply management and supervisory staff utilizing full-time, permanent employees. Debris monitors and data entry positions will be filled by temporary employees (City of Fayetteville residents) or who served as SRI monitoring staff during our recent projects in Louisiana and Texas. In every debris management contract completed by SRI, the vast majority of field and DMS monitors are local residents, in order to provide the highest level of economic benefits to the community affected by the disaster. Additionally, SRI will secure office space within the City of Fayetteville, which will serve as a daily staging area for all supervisory staff and monitors.

All monitors will complete a minimum of 4 hours of training in conjunction with FEMA staff to ensure that all monitoring staff are fully informed of any Disaster Specific Guidance (DSG) documents that have been issued for the declared disaster and that all requirements of the FEMA Debris Management Guide (FEMA 325) are followed.

All supervisory staff will coordinate with FEMA staff will work with both FEMA and FHWA staff to the greatest extent possible to pre-validate all leaner/hazardous trees and all other special debris types such as household chemical wastes and hazardous stumps.

The SRI Disaster Debris Management Team includes professionals experienced and trained in debris removal and disposal monitoring and staffing DMS and final disposal sites for federally declared disasters. They have knowledge of FEMA and FHWA requirements including identifying, qualifying, tracking, record keeping and reporting procedures for debris removal operations. The team is also trained in safety and communication procedures.

The SRI Project Manager will initiate oversight of the activities of the debris removal contractor. The SRI Disaster Debris Management Team provides scalability, crew oversight, a successful project management structure with a cohesive organizational framework and immediate responsiveness; providing complete post-disaster coverage, flexibility and independence to serve the City of Fayetteville's debris removal and disposal monitoring needs.

Below and on the following pages, the processes, technical approach and services that will be provided to the City of Fayetteville to support its Storm Debris Monitoring Services project are outlined.

Equipment Certification

The measurement, certification and placarding of the debris removal contractor's trucks and other equipment will begin as soon as the machinery has been mobilized to the City of Fayetteville. Solid Resources, Inc. will initiate the truck certification program in coordination with the debris removal contractor to accurately measure the volumetric capacity of each truck. SRI can supply certification forms which include the latest FEMA guidelines for measuring and calculating the volumetric capacity of debris removal trucks (Tab 7, Appendices). We will photograph each truck, attach a certification placard to it, and inspect the trucks to make sure they comply with all local, State and Federal safety standards. SRI also will periodically spot check and re-certify trucks in order to prevent alteration of the capacity of the trucks by subcontractors post-certification.

Debris Management Sites (DMS) and Fixed Site Debris Monitors

As required, Solid Resources, Inc. (SRI) will assist the City of Fayetteville with selecting, evaluating and obtaining approval for DMS in accordance with the requirements of both FEMA and the Federal Highways Administration.

Debris management site and final disposal site monitoring services include:

- Provide Fixed Site Debris Monitors, supervisory and quality control personnel;
- Verify each truck that delivers debris to the DMS matches its manifest load ticket including truck number, type of debris and truck volume;
- Accurately complete and sign each load ticket before permitting a truck to proceed from the check-in/inspection area to the tipping area;
- Ensure that each truck bed has been fully emptied prior to departure from the DMS or final disposal site;
- Maintain accurate daily logs of tickets inventoried and/or voided;
- Perform quality control and assurance checks on all load tickets; and
- Immediately contact Field Debris Monitors and Field Supervisors when errors are detected at the DMS, in order to promptly remedy the errors and maintain satisfactory field monitor performance.

Damage Claims Reporting

SRI will assist the City of Fayetteville in the establishment of a Contractor Damage Reporting and Remediation Program. Our monitors are trained to document and immediately report any damages that occur during the removal of debris. Each incident is documented with photographs, logged on field reports and called into Field Supervisors, who in turn alert the debris removal contractor and the City of Fayetteville to the incident. A report of each incident will be given to the City of Fayetteville and the debris removal contractor; and Field Supervisors will follow up to verify that remedial action was taken by the contractor in an appropriate timeframe. In addition, SRI will establish a telephone claim reporting system for the use of residents in order to ensure that all damages sustained during the debris collection and removal operation are resolved promptly.

Daily Meetings

SRI will facilitate daily meetings between the City of Fayetteville, SRI staff and the debris removal contractors' management staff to coordinate efforts, resolve problematic issues and make any adjustments required.

Debris Mapping

SRI monitors and Field Supervisors facilitate the debris removal program by mapping out where debris remains, locating ‘hot spots’ for immediate collection, marking ineligible debris piles and tracking progress for pass completions and debris removal zone closures. This information can be used by the City of Fayetteville staff to track progress and provide updates to the media and the public. Our mapping services incorporate state of the art technology and can be tailored to any specifications requested by the City of Fayetteville.

Documentation of All Debris Removal Activities

All data collected from the field, including field debris monitor logs, debris site tower logs, Field Supervisors logs, all photographs, damage claim forms and any other documentation will be digitally scanned and filed to assist the City of Fayetteville with all financial reimbursement requests to federal funding agencies.

Special Debris Assistance

Certain types of hazardous debris, such as hanging tree limbs, leaning trees and tree stumps require special validation and documentation procedures in order to be eligible for cost reimbursement from FEMA and FHWA. SRI personnel are experienced in these procedures and employ the latest FEMA methodologies and guidelines to ensure maximum cost reimbursements to our clients. SRI also has extensive familiarity with administering the removal of storm debris from private roads and gated communities, Right-of-Entry programs and can guide our clients through the often complex maze of gaining FEMA authorization to collect and dispose of disaster related debris from these locations.

Ineligible Debris Notification

SRI is also prepared to initiate a program of notification and documentation of all ineligible debris in a collection area. Monitors and Field Supervisors will document, photograph, map and mark ineligible debris, providing detailed reasoning for its ineligibility, and if requested may place ‘door hanger’ notification of the ineligible debris at the residence in conjunction with the Field Supervisors.

Field Supervisors

SRI will provide the City of Fayetteville with experienced Field Supervisors to oversee and coordinate the activities of all Field Debris and Fixed Site Monitors. These supervisory staff will provide the following services:

- Organize the daily activities between SRI monitors and the debris removal contractor;
- Assist in setting up the DMS sites;
- Compile all necessary and requested reports from the field;
- Coordinate and manage the mapping of debris collection activities;
- Document, report and track damages caused by debris removal contractor crews;
- Respond to any issues regarding complaints, damages, accidents or incidents involving SRI or debris removal contractors’ personnel and ensure that they are fully documented and reported to the City of Fayetteville;
- Ensure that all monitors and the debris removal contractor crews maintain positive public relations and that all citizen complaints are followed up on and resolutions achieved in an appropriate timeframe; and
- Ensure that first pass debris collection from FHWA-ER eligible roads is documented accurately.

Field Debris Monitoring

SRI will perform on-site, street-level work area inspection and documentation of the debris cleanup and collection crews. SRI will provide an adequate number of Field Debris Monitors to inspect and control debris removal (dependent on the severity of the event) utilizing load tickets, field logs and other documentation as required. Field debris monitoring services include:

- Provide Field Debris Monitors for each debris removal crew;
- Monitoring the daily debris removal activity of trucks and other equipment;
- Issue load tickets at loading sites for each load. (SRI maintains more than 2,000 handheld Garmin eTrex Legend GPS receivers and 2,000 Kodak Easy Share digital cameras for use by field monitoring staff). All load tickets will include GPS coordinates and corresponding JPEG (digital picture file) of each debris collection site. Images of tickets and corresponding photographs can be viewed from SRI Debris Tracker Database.);
- Properly monitor and record performance and productivity of debris removal crews;
- Verify and sign each load ticket, certifying that truck is fully loaded with eligible debris before allowing truck to proceed to a DMS or final disposal site;
- Survey and record the ‘special needs’ areas in which larger items such as tree stumps and root balls, hazard trees, leaners and hangers, hazardous materials, construction and demolition debris that require specialized removal equipment and documentation; and
- Verify all debris collected is eligible in accordance with FEMA Publication No. 325;
- Ensure hazardous wastes are not mixed in loads;
- Ensure debris removal contractors do not remove debris from private property with proper authority and without a Right of Entry/Hold Harmless Agreement signed by the property owner(s);
- Identify, document, and report any damages to private property caused by the debris removal contractor or monitoring firm;
- If debris removal contractor is required to segregate debris at collections site by type, field monitor will ensure mixed piles are not loaded.

Data Management and Reporting

As fieldwork is completed, SRI will produce, collect, and organize all paperwork such as load tickets and field logs and then enter all data into SRI’s proprietary Debris Tracker database on a daily basis. All paperwork will be scanned into digital format for archival purposes. SRI will implement and maintain the Debris Tracker database that is self-reconciling, provides quality assurance/quality control as well as its unique capabilities to:

- Ensures proper storage and organization of debris collection debris data;
- Links load tickets to any parameter – contractors, trucks, DMS information, etc.;
- Streamlines record reconciliation of each load of eligible debris; and
- Provides daily, weekly, monthly and project-wide customized reports as required by the City of Fayetteville’s Debris Manager showing recovery status, schedule updates, and project completion forecasts.

The main menu utilized by the Solid Resources, Inc. proprietary Debris Tracking software is illustrated below.

Reference Data Maintenance	Data Entry	Activities and Estimates	Reports
Employees/Monitors	Load Tickets	Contract Activities	Load Ticket and Work Hour Reports
Drivers	Load Ticket Images	District Activities	Action/Incident Reports
Vehicles/Trucks	Action Items/Incidents	Zone Activities	Activity Reports
Roads	Action Items/Incidents - Dup. Address/GPS	Debris Estimates	
System Table Maintenance	Roster/Work Hours		

Version 4.45 Updated 3/10/08

All daily load tickets are entered into the database within 24 hours as shown below:

Ticket Data

Collection: 487956 Type: Number: 487956 Contract: District 7 - 700-97-0003

Load Dt: 11/7/2008

Truck: 07047015 - 54 CY - Kenneth Johnson Capacity: 54 Load CY: 43.20 Load %: 80.00 Unused: 10.8 Deduct: 0.0 Final CY: 43.2

Driver: Johnson, Kenneth InsertBy: brendan InsertDt: 11/7/2008 7:06:24

Debris: Mulchable/Burnable/Woody LastModBy: brendan LastModDt: 11/7/2008 7:08:14

Addr/Rd or Site From: I-10 Crossroad: Drop Site: Calcasieu - Dis McManus

Time: 12:52 PM Monitor: 3127 Menard, Debra Load: 1:23 PM 3500 Campbell, John Drop: 11/7/2008 Dump Dt:

Misc Ticket Data

Task Owner: FHWA Ticket Comments: Status: Entry Complete Rev Rsn: QA Comp: Review Comments:

DEBRIS PICK-UP SITE

Truck #: 07047015 Date: 11/7/08 Loading Location: I-10 mm 17 Loading Time: 12:52 am (pm) Capacity: 54 CY

AES Inspector Name (print): STEVE JOHNSON AES Inspector Signature: Government Inspector Name (print): Government Inspector Signature:

DEBRIS STAGING / REDUCTION / DISPOSAL SITE

Arrival Time: 1:23 am (pm) Date: 11/7/08 Site #: DS-07 002 Site Location: McManus 80% Load Quantity: 43.20 C/Y TONS Debris Type: Vegetative C&D White Goods Other

AES Inspector Name (print): OLAF SHREVE AES Inspector Signature: Government Inspector Name (print): JOHN P. CAMPBELL Government Inspector Signature:

White AES: Green AES: Pink AES:

All special debris types (leaning tree, hanging branches and stump removal are also entered onto the database:

Incident Images and Data

Unified Recovery Group, LLC
7062 OSR Avenue, Baton Rouge, LA, 70805

FEMA Debris

Contract No: **128053**

Incident Dt: **10-6-08** Time: **3:07 PM**

Address: **LA 452**

Crossroad: **W092 03.241**

Resident: **BT-005**

Debris Classification: **3**

Stump Classification: **ROW (Public Property)**

Incident Data

Status Dt: **10/7/2008** Status: **Open** Contract: **114**

Type: **Leaner/Hanger** Incident: **128053**

Incident Dt: **10/6/2008** Time: **3:07 PM** Site: **LA 452** Zone: **Avoyelles - DOTD-114**

GPS1: **N31 09.306** GPS2: **W092 03.241**

Resident: **BT-005** Resident Info: **BT-005 - 0 CY - Clemmons T** Task Owner: **FEMA**

Monitor: **08013 Wilkins, Jody** Damage: **BT-005 - 0 CY - Clemmons T**

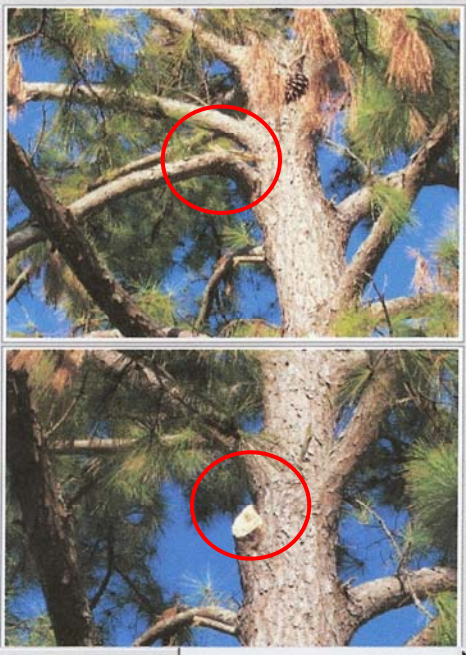
Supervisor: **BT-005** Truck: **BT-005 - 0 CY - Clemmons T**

Crew Info: **BT-005** Incident Details: **BT-005**

Hauler Notified By: **BT-005** Notif Dt: **10/7/2008 7:12:23**

Target Dt: **10/7/2008 7:12:23** Approved By: **10/7/2008 7:14:07**

Followup/Remed Details: **10/7/2008 7:14:07**



Record: 14 of 1 (Filtered) Form View FLTR

Sample Report - Reports will be customized to meet the requirements of the City of Fayetteville.

Load Tickets by Drop Site							
				SOLID RESOURCES INC ENVIRONMENTAL & EMERGENCY SERVICES City of Tulsa - 1735 DR - Contract 26331			
Load Type: Collection		Daily Totals From 1/28/2008 - 1/30/2008					
		Tickets	Stumps	Capacity CY	Load CY	Pct	Trucks
Johnson							
	2008 01/28	513	0	27,112	22,421	82.7%	88
	2008 01/29	575	0	30,206	26,393	87.4%	78
	2008 01/30	534	0	28,399	23,881	84.1%	82
Latimer							
	2008 01/28	600	0	32,430	26,737	82.4%	108
	2008 01/29	690	0	36,812	31,505	85.6%	91
	2008 01/30	654	0	35,278	29,186	82.7%	95
Mohawk							
	2008 01/28	230	0	11,453	9,508	83.0%	43
	2008 01/29	152	0	7,615	6,205	81.5%	22
	2008 01/30	199	0	9,822	8,405	85.6%	30
Report Total		4,147	0	219,127	184,241	84.1%	

Complete Reconciliation and Final Payment Overview

- After the debris removal contractor provides responses to reported discrepancies, a report is prepared describing the resolution of each discrepancy.
- SRI coordinates with the City of Fayetteville to resolve any outstanding issues with the debris removal contractor.
- Invoice allocations are reviewed to verify department/area charged.
- A final Quality Control Review is conducted.
- An Invoice Closure report is prepared, including recommendation for final payment including retainage, and this report is delivered (along with invoice backup) to the City of Fayetteville.
- Backup of supporting electronic data is taken from the SRI Debris Tracker database.
- The Invoice File Folder is reviewed to verify completeness of records.

Invoice Processing and Reconciliation Services

SRI's Invoice Reconciliation Process is designed to:

- Ensure 100% accuracy of all debris removal contractor billing, and elimination of duplicate charges;
- Ensure that all billed items are authorized and within the contracted scope-of-work;
- Provide efficient handling of any reconciliation issues; and
- Ensure total collaboration with the City of Fayetteville's finance and accounting staff.

Invoice Reconciliation Process for Initial Payment Approval

- All contractor invoices received are date/time stamped, a hard copy file folder is created, an electronic record of the invoice is created and the invoice will also be scanned for digital storage.
- Invoices are reviewed to ensure that all required information is present and that all work is within the contracted scope-of-work.
- If information is missing, the debris removal contractor is advised that the invoice will be held pending receipt of the missing information.
- Supporting details, such as load tickets are electronically matched to identify and create a report of duplicates, overcharges and other discrepancies.
- Costs, invoices and supporting documentation are reviewed and compared against original Work Orders to ensure accuracy. A quality review of the documents is completed by our Billing/Invoicing Analyst.
- An invoice pre-approval summary report is prepared, including any retainage and submitted to the City of Fayetteville.
- The target dates for invoice initial payment approval and reconciliation are established based on applicable payment terms and monitored to ensure completion in an adequate timeframe.
- A Pre-Approval Payment Report is provided to the City of Fayetteville.
- The debris removal contractor is provided a detailed discrepancy report in addition to the amount of the partial payment for the invoice.

City of Fayetteville
Statement of Disclosure (to be submitted with all Proposals)

This page does not count towards page limitations set forth in this request for proposal.

DISCLOSURE STATEMENT:

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Gary J. Stankovich

Printed Name



Signature

February 13, 2009

Date

Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Gary J. Stankovich, President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

February 13, 2009

Date

City of Fayetteville

Proposer Primary Contact Information – *TO BE SUBMITTED WITH ALL PROPOSALS*

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. Proposer's primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Monday, February 16, 2009, through Friday, February 20, 2009.**

PART I: Primary Contact Information:

Name of Firm: Solid Resources, Inc.

Name of Primary Contact: Gary J. Stankovich

Title of Primary Contact: President

Phone#1 (cell preferred): (714) 307-3778 Phone#2: (941) 379-8100

E-Mail Address: gstankovich@solid-resources.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? **YES** NO (circle one)

If no, please list contact that can legally bind a contract for the firm: Not applicable

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Proposer submitting this **PROPOSAL** is:

☒ A Corporation, incorporated in the State of Florida

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

General Contractor (Firm Name)

Signed By

Title

Date

Address

Telephone Number & Fax

Contractor's License Number

SECTION 00311

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The undersigned **PROPOSER** proposes and agrees, if this **PROPOSAL** is accepted, to use the following proposed subcontractors on this **Work**: Solid Resources, Inc. does not intend to use any subcontractors

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

The undersigned **PROPOSER** agrees that sixty percent (60%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: February 13, 2009 _____

Signed:  _____

SECTION 00312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Solid Resources, Inc. as Principal, and
Roanoke Trading and Navigators as Surety, are
hereby held and firmly bound unto the City of Fayetteville, hereinafter called the OWNER in the
penal sum of \$1,304,160.00 for payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Fayetteville a certain PROPOSAL, attached hereto and hereby made a part hereof to
enter into a contract in writing, for Project Storm Debris Monitoring Services, RFP 09-05

NOW, THEREFORE,

- (a) If said PROPOSAL shall be rejected, or
- (b) If said PROPOSAL shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said PROPOSAL) and shall furnish a BOND for his
faithful performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said PROPOSAL, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this 17th day of February, 2009.

Gary J. Stankovich



(Principal)

Roanoke Trading and Navigators

(Surety)

By: Jared C. George

END OF SECTION 00312

SECTION 00310

PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306113 W. MOUNTAINFAYETTEVILLE, AR 72701DATE: February 17, 2009 at 11:00 a.m. LOCAL TIMEProposal of: Solid Resources, Inc.Address: 2201 Cantu Court, Suite 119Sarasota, FL 34232-6254Proposal For: STORM DEBRIS MONITORING SERVICES

Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

Proposer will complete the Work for the unit prices as listed in the Proposal Form.Total Base Proposal as outlined on **Proposal Form:**

One million, three hundred four thousand,
one hundred sixty dollars.

Amount in Words\$ 1,304,160.00**Figures**

Estimate of hours by position to monitor removal of 420,000 cubic yards of debris:

<u>Item</u>	<u>Position</u>	<u>Hours</u>	-	<u>Hourly Rates</u>	-	<u>Estimated # Required</u>
1	Fixed Site/Tower Debris Monitors	3,600		\$35.00		\$126,000.00
2	Field Debris Monitors/Truck Certified	21,600		\$35.00		\$756,000.00
3	Senior Technician / Field Supervisor / Emergency Operation Manager	3,360		\$61.00		\$204,960.00
4	Clerical/Data Entry/Communications	3,480		\$26.00		\$90,480.00
5	Project Manager	1,920		\$66.00		\$126,720.00

Total Estimated Cost: \$1,304,160.00

Estimated number of hours for clerical/data entry for removal of 420,000 cubic yards: 3,480

Estimate of any additional anticipated expenses: Hourly rates are fully burdened.

An explanation of any additional anticipated expenses must be included in the proposal.

The undersigned **Proposer** proposes and agrees, if this Proposal is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **Proposer** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

Proposer accepts all of the terms and conditions of the **Information for Proposers**, including without limitation those dealing with the disposition of **PROPOSAL SECURITY**. This **PROPOSAL** will remain open for sixty (60) days after the day of **PROPOSAL Opening**. **Proposer** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **PROPOSAL**, **Proposer** represents, as more fully set forth in the **Agreement**, that **Proposer** has examined all **CONTRACT DOCUMENTS** (including but not limited to **Advertisement, Invitation to Propose and the Information for Proposers**) and the following **ADDENDA**: Addendum #1-Changes the RFP due date and time to 11:00 AM February 17, 2009

Addendum #2-Changes certain paragraphs in RFP

Addendum #3-Changes the RFP due date and time to 2:00 PM February 17, 2009

RFP 09-05, Addendum 1 & 2



Date: Friday, February 13, 2009

To: All Prospective Vendors

From: Andrea Foren, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 09-05, STORM DEBRIS MONITORING SERVICES

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

• **RFP 09-05, has the following modifications and clarifications:**

- 1.) To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Tuesday, February 17, 2009 at 11:00 AM**, Central Standard Time.
- 2.) Map Set Consisting of Six Pages including cover is added to the RFP.
- 3.) Section 00212, page 2, Terms, is removed and replaced with the following: The work shall begin on notice to proceed and go for no longer than one hundred twenty (120) days for field debris collection and one hundred sixty (160) days for debris disposal site operations, unless extended by the City with ten (10) days written notice.
- 4.) Section 00100, page 5, Paragraph 35 is removed and replaced with the following: All work resulting in this contract shall be completed within one hundred twenty (120) days for field debris collection and one hundred sixty (160) days for debris disposal site operations, unless extended by the City with ten (10) days written notice.
- 5.) Section 00100, page 1, Paragraph 8 is removed and replaced with the following: Contractor may subcontract out and limit use of subcontractors to ONLY those approved by the City of Fayetteville. No contractor shall subcontract greater than forty percent (40%) of work assigned under any contract issued from this request for proposal.
- 6.) Section 00100, page 1, Paragraph 1 is removed and replaced with the following: All proposers shall provide copies of references, licenses, and the most recent audited financial statements plus any interim financial statements available with the proposal. These documents will not count toward the 20 page proposal limit. The selected proposer(s) shall provide copies of proof of adequate insurance, and bonding after contract award.
- 7.) Section 00310, page 2: Acknowledgement of receipt of this Addendum shall count as acknowledgement of receipt of both Addendum 1 and Addendum 2. Signing and returning this addendum document counts as acknowledgement of receipt of this Addendum. This shall not count towards the 20 page limit.
- 8.) A page is counted as one side of one sheet of 8½" by 11" paper containing any print. A sheet of paper with double sided printing shall count as two pages.

City of Fayetteville
RFP 09-05, Addendum 2
Page 1 of 7

Acknowledge Addendum #1 and Addendum #2:

Printed Name: Gary J. Stankovich

Signature:

Title: President Date: February 14, 2009

Company: Solid Resources, Inc.

RFP 09-05, Addendum 3



Date: Friday, February 13, 2009

To: All Prospective Vendors

From: Andrea Foren, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 09-05, STORM DEBRIS MONITORING SERVICES

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

• **RFP 09-05, has the following modifications and clarifications:**

- 1.) To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Tuesday, February 17, 2009 at 2:00 PM**, Central Standard Time.

Acknowledge Addendum #3:

Printed Name: Gary J. Stankovich

Signature: 

Title: President Date: February 14, 2009

Company: Solid Resources, Inc.

RESUMES OF THE PRINCIPAL OFFICERS OF SOLID RESOURCES, INC.

STATEMENT OF QUALIFICATION

Name: Gary J. Stankovich, CSP
President, Solid Resources, Inc.

Contact Information: Office: 941-379-8100
Cell 714 307-3778
e-mail: gary.Stankovich@theobriensgroup.com

Education: Indiana University of Pennsylvania
Bachelor of Science in Industrial Safety Sciences, 1985

Board of Certified Safety Professionals
Certified Safety Professional, 1990

Position: Solid Resources, Inc.
President

Summary: Gary is the current President of Solid Resources, Incorporated (SRI), a Florida based firm that provides government agencies with post disaster recovery services. He was a founding member of the Emergency Response Strike Team at Unocal Corporation and a principal in the development of ERST/O'BRIEN'S, Inc., now The O'BRIEN'S Group, Inc. and parent company of SRI. He has over 23 years of extensive experience in emergency response both as a consultant and as a responder. His response experience includes oil spills, fires and explosions, natural disasters, civil disturbances, and major environmental remediation projects. He has consulted in many areas including crisis management program development and reviews and emergency response related training and exercises. Gary is a Certified Safety Professional who has also developed injury and illness prevention programs, conducted quantitative and qualitative risk analyses, building life safety reviews and complex accident investigations.

Employment:

Solid Resources, Incorporated	Sarasota, Florida
President	Sept. 2007 – Present
Manage company of 40 full time professionals and 200 part time employees that provide a wide range of post disaster recovery services to government agencies and municipalities.	
The O'BRIEN'S Group	Brea, California
Executive Vice President	1997 to Sept. 2007
Manage national accounts, business development, new products and services and company-wide technology support.	
Unocal Corporation	1989-1997
Emergency Response Coordinator	
Held various positions in a major oil company's Corporate Health, Environment and Safety department, including Senior Advisor, Emergency Preparedness Programs and Senior Analyst, Hazard and Risk Assessment.	
GPU Nuclear Corporation	1986-1989
Safety Specialist and Industrial Hygienist at a nuclear power plant. Responsible for site safety and health programs, including asbestos abatement, respiratory protection, hazardous materials control, hearing conservation, accident prevention and investigation.	
American Mutual Insurance Company	1985-1986
Loss Control Consultant for major workers' compensation and liability coverage provider.	

Skills/Services: Emergency Response:

Crisis Manager

Incident Commander

Planning Section Chief

Logistics Section Chief

Safety Officer

Liaison Officer

Consulting:

Crisis and Emergency Response Program Development

Response Plan Writing and Review

Emergency Response Training

- Crisis Management

- Incident Command System

- Hazardous Materials Response, including Hazwoper

- Advanced Industrial Firefighting

- Oil Spill Management and Control

Emergency Response Exercise Design and Facilitation

Business Recovery Plan Development

Safety and Loss Control Program Development/Evaluation

Building Fire and Life Safety Reviews

Experience: Acted as Incident Commander and Planning Section Chief in numerous actual responses and drills related to oil spills, fires, hazardous materials, transportation, natural disasters, civil disturbances, emergency environmental remediation projects. Recent major response experience includes Hurricane Katrina ESF-10 Support, ATHOS 1 and WESTCHESTER oil spills. Member of the Standardized Oil Spill Response System (STORMS) task force for implementing ICS on pollution events (USCG citation).

Functional Area	Title/Assignment
Emergency Response	Crisis Manager
	Incident Commander
	Planning Section Chief
	Logistics Section Chief
	Safety Officer
	Liaison Officer
Consulting:	FEMA and FHWA Public Assistance services
	Debris Management and Monitoring
	Post Disaster Long Term Recovery
	Crisis and Emergency Response Program Development
	Response Plan Writing and Review
	Emergency Response Training Crisis Management Incident Command System Hazardous Materials Response, including Hazwoper Advanced Industrial Firefighting Oil Spill Management and Control
	Emergency Response Exercise Design and Facilitation
	Business Recovery Plan Development
	Safety and Loss Control Program Development/Evaluation
	Building Fire and Life Safety Reviews
	Safety Health and Environment Policy and Program development

Sample Projects/Responses:

Date	Position/Role	Location	Project
1992	Project Manager/Planning	CA Central Coast	Guadalupe – Oil Field Remediation
1996	Task Force Member	California	Standardized Oil spill Response Management System (STORMS) Task Force. Received USCG Certificate of Merit
1999	Incident Commander	Long Beach, CA	M/V Dorthy Maersk Spill Response
2000	Project Manager		MEXUS – Joint Mexican/US Oil Spill Response Exercise
2000	Planning Section Chief	Louisiana	M/T Westchester Spill Response
2002	Deputy IC	Houston, TX	M/V Splendor Spill Response
2004	Planning Section Chief	Philadelphia, PA	M/T Athos Spill Response
2005	Planning Section	Baton Rouge, LA	Hurricane Katrina – ESF-10 Support for USCG

Gilberto P. Gonzalez—Vice President, Consulting Services

Mr. Gonzalez is the Public Assistance Coordinator/Project Officer Senior Manager for Solid Resources, Inc. (SRI), serving the entire state of Florida. Mr. Gonzalez has over 16 years of emergency management experience including 12 years of employment with FEMA. He is currently working out of the SRI Miami office supervising the SRI Florida Public Assistance team of thirty recovery professionals. He works as a liaison between FEMA, FHWA and Public Assistance program applicants for all concerns and issues, i.e. Kick-off Meetings, Applicant Briefings, Project Worksheet development, policies and procedures dealing with eligibility/ineligibility issues, interim/final Inspections, and project closeouts. He is also the lead PAC in assisting with Florida Department of Transportation claims for all 7 districts and the Turnpike Enterprise.

Mr. Gonzalez participated in the preparation, review and recommendation for approval of all 366 Miami-Dade County Project Worksheets that total over \$200 million. He has also provided Miami-Dade County additional support with their appeals and audits. Mr. Gonzalez currently coordinates the final inspection and closeouts for Miami-Dade County for all the 2004 storms and the 2005 storms.

Mr. Gonzalez coordinated the FEMA team to conduct field inspections and to write Project Worksheets for the South Florida Floods (No Name Storm) in October 2000. He coordinated with Miami-Dade County and the State of Florida with all eligibility reviews. He participated in the preparation of Project Worksheets to provide \$300 million to repair local roads, \$400 million in drainage cleanup and reconstruction and \$300 million in canal dredging.

Mr. Gonzalez has extensive experience in federal and state emergency management having worked for FEMA for over 12 years from 1992 to 2004. For nine of those years he served as a PAC coordinating the disbursement of federal disaster funds to municipalities, counties, state agencies and private non-profits. He was responsible for project worksheets, bid and contract review, training field inspectors, performing final inspections including Hazard Mitigation 406 projects, closeouts, audits, appeals, supervision and project management.

He worked as a member of the Disaster Recovery Team with the FEMA Human Services Department in Orlando for Hurricanes Charley, Frances, Ivan and Jeanne in north and central Florida. In this assignment Mr. Gonzalez determined eligibility requirements per the Stafford Act and CFR 44 for human services and property inspections.

Mr. Gonzalez also has experience in management consulting. For Prosperity Medical Center in Miami he researched business expansion and diversification, technology and information systems. He also compiled statistical and financial data for budget preparation and wrote the annual detailed business plan.

In addition to both a Master's degree and a Bachelor's degree in Business Administration from St. Thomas University, Mr. Gonzalez has a Graduate Certification in Psychology and Mental Skills Training. He has also conducted numerous state and federal emergency management training workshops.

Mr. Gonzalez has the following FEMA course certificates:

- IS-100
- IS-100.FW
- IS-253
- IS-632
- IS-700
- PA Operations I (IS-631)
- PA Operations II (L-382)
- Recovery Operations I
- Recovery Operations II
- PA Cost Estimating Format

Mr. Gonzalez has worked on the following disasters:

- | | |
|--------|------------------|
| ■ 955 | Andrew |
| ■ 966 | FL Flooding |
| ■ 982 | FL Tornadoes |
| ■ 1035 | T.S. Alberto |
| ■ 1043 | T.S. Gordon |
| ■ 1062 | Erin |
| ■ 1069 | Opal |
| ■ 1074 | FL Flooding |
| ■ 1195 | FL Tornadoes |
| ■ 1204 | FL Severe Storms |
| ■ 1223 | FL Fires |
| ■ 1249 | Georges |
| ■ 1259 | T.S. Mitch |
| ■ 1300 | Floyd |
| ■ 1306 | Irene |
| ■ 1381 | T.S. Allison |
| ■ 1393 | T.S. Gabrielle |
| ■ 1460 | FL Tornadoes |
| ■ 1539 | Charley |
| ■ 1545 | Frances |
| ■ 1551 | Ivan |
| ■ 1561 | Jeanne |
| ■ 1595 | Dennis |
| ■ 3259 | Rita |
| ■ 1602 | Katrina |
| ■ 1609 | Wilma |
| ■ 1679 | FL Tornadoes |
| ■ 1680 | FL Tornadoes |

Jared George — Vice President, Debris Management

Mr. George serves as the Senior Manager, Debris Management Services for Solid Resources, Inc. He is currently serving as the Project Manager for the Louisiana Department of Transportation and Development's disaster debris removal operations resulting from Hurricane Gustav. The debris monitoring team consists of more than 620 field staff and 45 managers. To date, the SRI Debris Team has monitored the removal of more than 4 million cubic yards of storm generated debris and 175,000 hazardous tree removal or trimming to alleviate potential threats to the State maintained Right of Way.

He recently served as the Project Manager for a major debris monitoring project for the City of Tulsa, Oklahoma where approximately 2.75 million cubic yards of debris was removed following a severe ice storm in December 2007. Mr. George mobilized the SRI project management team and deployed within 3 hours after notification, arriving on site within 24 hours fully prepared to assist the City of Tulsa. At the height of operations, 181 debris monitors, field supervisors and management staff were assigned to the project. As the debris hauling phase and the debris reduction phase were undertaken by separate contractors, two load ticket databases (removal and final disposal) were reconciled daily. Due to the large number of hanging limbs and leaning trees, a total of 32 bucket trucks (each with a dedicated monitor) swept through the City to eliminate the threat to human safety as quickly as possible.

Mr. George identified the FHWA eligible roads within the City and worked to secure funding from the Federal Highway Administration's Emergency Relief (ER) Program through the Oklahoma Department of Transportation (ODOT). He scheduled meetings with ODOT, FHWA, and FEMA to ensure the City of Tulsa received every eligible dollar. The ER Program pays 100% of eligible costs for emergency work during the first 180 days. His efforts directly saved the City of Tulsa and State of Oklahoma more than \$1.6 million in cost share.

Previous to this assignment, Mr. George was assigned to support to the Florida Department of Transportation (FDOT). In this position, Mr. George developed and executed a state-wide \$600M audit of Federal Highways Administration Emergency Relief debris related program expenses for Hurricane Wilma incurred by the FDOT.

Mr. George has 14 years of experience in managing public sector finances and overseeing accounting projects for governmental agencies. He has very strong analytical, financial, planning and organization skills. His background includes the design and implementation of new accounting methods, procedures, computer based systems, and controls for use for the preparation of accounting systems, statements, reports, reconciliations and audits.

Mr. George has the following FEMA course certificates:

- IS-100
- IS-200
- IS-244
- IS-288
- IS-393
- IS-547
- IS-630
- IS-632
- IS-700
- IS-800
- PA Operations I (IS-631)
- Debris Management (G 202)

Mr. George has worked on the following disasters:

- | | |
|--------|--------------------|
| ■ 1539 | Charley |
| ■ 1545 | Frances |
| ■ 1551 | Ivan |
| ■ 1561 | Jeanne |
| ■ 1595 | Dennis |
| ■ 1602 | Katrina |
| ■ 1609 | Wilma |
| ■ 1679 | Tornadoes |
| ■ 1680 | Tornadoes |
| ■ 1735 | Oklahoma Ice Storm |
| ■ 1761 | Georgia Tornadoes |
| ■ 1785 | Fay |
| ■ 1786 | Gustav |
| ■ 1792 | Ike |



Jared George – Vice President, Debris Management (continued)

Mr. George has a diverse employment history focusing on his extensive accounting, analytical and financial management skills. He has been employed by various state agencies since 1994 including the Department of Community Affairs (DCA), the Department of Environmental protection (DEP), the Department of Children and Families (DCF) and the Department of Agriculture and Consumer Services (DACS). During this substantial and uninterrupted period of public service, Mr. George was responsible for providing an ever-increasing level of financial management and analytical skills to the agencies.

Prior to joining SRI, Mr. George was the Assistant Bureau Chief for DACS for four years, managing the general audit, travel, payroll, grant accounting, and property accounting sections of the Bureau of Finance and Accounting. He monitored the activities in the sections to ensure operational procedures were carried out accurately and effectively and he assisted the Bureau of Planning and Budgeting in the preparation of the Department's annual Legislative Budget Request. His duties also included the preparation of monthly spending plans and annual cost statements, financial statements, Schedule of Expenditure of Federal Awards, and indirect cost rate proposals. He assisted in the development and implementation of automated systems and coordinated the reimbursement of costs incurred by the Department while responding to declared disasters. In this position Mr. George was also tasked with all of the Department's federal costs reimbursements incurred while responding to and recovering from the 2004 and 2005 hurricane seasons.

While employed by DCA and DEP, Mr. George rose from the position of Accountant I to Finance and Accounting Director II in 2002, where he had the primary responsibility for managing the Revenue and Grant Accounting Offices of the Bureau of Finance and Accounting, assisting with the development and implementation of the Florida State Parks On-line Reservation System, as well as supervising the calculation and payment of the General Revenue Service Charge and the Statewide Cost Allocation Plan.

Mr. George completed four years of studies in Public Administration at Florida A&M University as well as two years of general studies at Tallahassee Community College.

FINANCIAL STATEMENTS OF SOLID RESOURCES, INC.

2008 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000066042

Entity Name: SOLID RESOURCES, INC.

FILED
Feb 19, 2008
Secretary of State

Current Principal Place of Business:

2201 CANTU COURT
SUITE 119
SARASOTA, FL 34232

New Principal Place of Business:

Current Mailing Address:

2201 CANTU COURT
SUITE 119
SARASOTA, FL 34232

New Mailing Address:

FEI Number: 65-1122462

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

FLORIDA FILING & SEARCH, INC.
155 OFFICE PLAZA DRIVE
SUITE A
TALLAHASSEE, FL 32301 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: CEO () Delete
Name: PERKINS, K. TIM
Address: 2201 CANTU COURT SUITE 290
City-St-Zip: SARASOTA, FL 34232

Title: P () Delete
Name: STANKOVICH, GARY J
Address: 2201 CANTU COURT SUITE 290
City-St-Zip: SARASOTA, FL 34232

Title: VD () Delete
Name: BLANK, RANDALL
Address: 3500 SUNRISE HIGHWAY, SUITE T-103
City-St-Zip: GREAT RIVER, NY 11739

Title: V () Delete
Name: FABRIKANT, CHARLES
Address: 2200 ELLER DRIVE
City-St-Zip: FORT LAUDERDALE, FL 33316

Title: VD () Delete
Name: GRAN, ALICE N
Address: 2200 ELLER DRIVE
City-St-Zip: FORT LAUDERDALE, FL 33316

Title: CFOS () Delete
Name: FORSTER, KEITH R
Address: 2929 E IMPERIAL HIGHWAY, SUITE 290
City-St-Zip: BREA, CA 92821

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: SHAFFIA GOEDDERT

ACC

02/19/2008

Electronic Signature of Signing Officer or Director

Date

Below are highlights from SEACOR Holdings, Inc.'s 2007 financial statements. Solid Resources, Inc. is part of the Environmental Services Division.

FINANCIAL HIGHLIGHTS

(U.S. Dollars, in thousands, except per share amounts and ratios)

	For the years ended December 31,				
	2007	2006	2005 ¹	2004	2003
Operating Revenues	\$ 1,359,230	\$ 1,323,445	\$ 972,004	\$ 491,860	\$ 406,209
Gains on Asset Dispositions and Impairments, Net	122,572	77,977	28,285	10,234	17,522
Operating Income	347,775	360,748	177,452	28,672	23,251
Net Income	241,648	234,394	170,709	19,889	11,954
Diluted Earnings Per Common Share	9.04	8.44	6.95	1.08	0.63
Return on Equity ²	16%	17%	22%	3%	1%

	December 31,				
	2007	2006	2005	2004	2003
Total Assets	\$ 3,568,651	\$ 3,252,982	\$ 2,885,141	\$ 1,766,009	\$ 1,402,611
Property and Equipment, Net	1,943,152	1,770,210	1,759,393	925,587	738,216
Cash and Near Cash Assets ³	1,001,721	925,725	674,409	495,387	438,131
Total Debt ⁴	948,255	972,711	988,140	595,595	332,272
Stockholders' Equity	1,621,819	1,557,078	1,361,305	793,757	770,446
Total Debt to Total Capital	37%	38%	42%	43%	30%

REPORTABLE BUSINESS SEGMENT FINANCIAL HIGHLIGHTS⁵

(U.S. Dollars, in thousands)

	For the years ended December 31,					
	2007			2006		
	Operating income (loss)	Depreciation and amortization	OIBDA ⁶	Operating income (loss)	Depreciation and amortization	OIBDA ⁷
Offshore Marine Services	\$ 288,047	\$ 60,523	\$ 348,570	\$ 282,714	\$ 81,512	\$ 364,226
Marine Transportation Services	(18,222)	38,248	20,026	18,864	40,665	59,529
Inland River Services	71,238	16,307	87,545	59,903	14,300	74,203
Aviation Services	19,405	27,561	46,966	10,632	19,956	30,588
Environmental Services	17,541	4,853	22,394	17,213	3,358	20,571
Reportable Business Segments	378,009	147,492	525,501	389,326	159,791	549,117
Other	2,995	5,506	8,501	6,774	5,063	11,837
Corporate and Eliminations	(33,229)	1,309	(31,920)	(35,352)	1,860	(33,492)
Total Consolidated Group	\$ 347,775	\$ 154,307	\$ 502,082	\$ 360,748	\$ 166,714	\$ 527,462

¹Amounts for the year ended December 31, 2005, include six months of activity from Seabulk International Inc. acquired on July 1, 2005.

²Net income divided by stockholders' equity at the beginning of the year.

³Includes cash and cash equivalents, restricted cash, available-for-sale marketable securities and title XI and construction reserve funds.

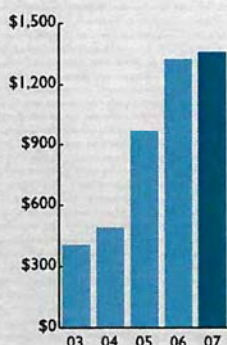
⁴Includes current and long-term portions of debt and capital lease obligations.

⁵Operating income (loss) and depreciation and amortization have been extracted from Note 16 to Consolidated Financial Statements in our Annual Report on Form 10-K on pages 120-121.

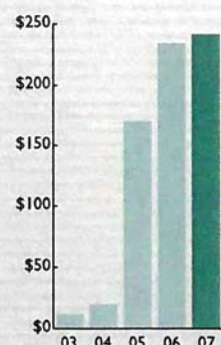
⁶Operating income before depreciation and amortization (OIBDA) is calculated as operating income (loss) plus depreciation and amortization.

⁷See Note 6, supra.

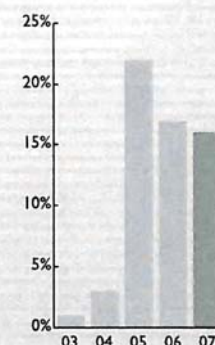
TOTAL REVENUE
(Millions)



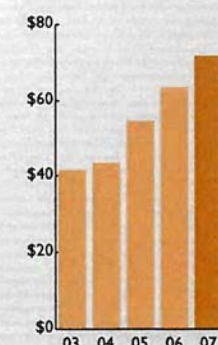
NET INCOME
(Millions)



RETURN ON EQUITY



BOOK VALUE PER SHARE



Jul - Sep 08

Ordinary Income/Expense	
Income	
OPERATING REVENUES	
30837 · Public Assistance - Recovery	673,686.25
Consulting Services	5,125.00
30838 · Debris Management & Monitoring	4,487,657.27
30905 · Expense Recovered	17,927.87
Total OPERATING REVENUES	5,184,396.39
72000 · Interest Income	11,558.52
71500 · Interest-Intercompany Income	8,184.61
Total Income	5,204,139.52
Expense	
OPERATING EXPENSES (COST & OTHER DEDUCTIONS)	
OPEX - WAGES	
41502 · Amortization-Restricted Stock	957.30
41251 · Awards (OPS)	17,899.00
40100 · Wages	1,435,967.32
Total OPEX - WAGES	1,454,823.62
OPEX - BENEFITS	
41100 · Payroll Taxes (OPS)	118,455.04
41150 · Benefits (OPS)	45,123.71
41200 · Savings Plan (OPS)	10,447.24
Total OPEX - BENEFITS	174,025.99
COST OF SALES	
49980 · Consulting Services	510.00
49792 · Debris Management & Monitoring	1,116,784.39
Public Assistance-Recovery	6,887.50
49855 · Recoverable Expenses	448,439.83
Total COST OF SALES	1,572,621.72
Total OPERATING EXPENSES (COST & OTHER DEDUCTIONS)	3,201,471.33
GENERAL & ADMIN EXPENSES	
SALARIES & WAGES	
59845 · Amortization-Stock Options	2,877.85
59840 · Amortization-Restricted Stock	3,845.74
51600 · Awards	7,813.00
50100 · Salaries	75,609.13
Total SALARIES & WAGES	90,145.72
PAYROLL TAXES & BENEFITS	
51100 · Payroll Taxes	3,303.09
51200 · Benefits	2,943.00
51400 · Savings Plan	1,303.14
Total PAYROLL TAXES & BENEFITS	7,549.23
TRAVEL & ENTERTAINMENT	
57151 · Business Travel	45,138.25
57153 · Meals & Entertainment	1,722.89
Total TRAVEL & ENTERTAINMENT	46,861.14

SUPPLIES & EQUIPMENT	
59500 · Office Supplies	17,195.50
59300 · Dues & Subscription	6,580.29
59557 · IT Computer	35,454.04
52100 · Equipment Rent	<u>2,006.25</u>
Total SUPPLIES & EQUIPMENT	61,236.08
CONTRACT SERVICES	
54200 · Audit and Tax (Audit and Tax)	7,000.00
54125 · Other Professional Services	27,519.61
55100 · Postage & Courier	11,507.67
54100 · Legal	<u>712.50</u>
Total CONTRACT SERVICES	46,739.78
RENT & UTILITIES	
52200 · Rent	22,121.65
52250 · Utilities	<u>581.97</u>
Total RENT & UTILITIES	22,703.62
COMMUNICATION	
56100 · Local & Long Distance	1,594.11
56101 · Cellular/Pagers	6,001.98
56102 · Communication-Data Network	2,283.59
59950 · Communications	<u>501.91</u>
Total COMMUNICATION	10,381.59
OTHER EXPENSES	
59740 · Relocation/Severance (Relocation/Severance)	10,305.80
59450 · General Insurance	6,060.00
59250 · Advertising/Promotion	399.14
59251 · Permits & Filing Fees	13,515.14
59600 · Doubtful Account Reserve	<u>-3,500.00</u>
Total OTHER EXPENSES	26,780.08
MANAGEMENT FEES	
54800 · Intercompany	<u>20,000.00</u>
Total MANAGEMENT FEES	20,000.00
Total GENERAL & ADMIN EXPENSES	332,397.24
Total Expense	3,533,868.57
Net Ordinary Income	1,670,270.95
Other Income/Expense	
Other Expense	
DEPRECIATION & AMORTIZATION	
61100 · Furniture & Fixtures	399.99
65150 · Intangible Assets Amortization	<u>434,723.00</u>
Total DEPRECIATION & AMORTIZATION	435,122.99
INCOME TAXES	
83100 · Deferred U.S. Federal Income Tax	432,537.62
83101 · Deferred State Income Taxes	<u>44,180.38</u>
Total INCOME TAXES	476,718.00
Total Other Expense	911,840.99
Net Other Income	-911,840.99
Net Income	758,429.96

	Sep 30, 08
ASSETS	
Current Assets	
Checking/Savings	
10805 · Operating Account	-137,653.58
10807 · Money Market Account	883,437.99
Total Checking/Savings	745,784.41
Accounts Receivable	
11101 · Accounts Receivable	970,538.84
Total Accounts Receivable	970,538.84
Other Current Assets	
11440 · A/R Unbilled Revenue	4,396,793.51
14016 · Pre-Paid Other	18,180.01
Total Other Current Assets	4,414,973.52
Total Current Assets	6,131,296.77
Fixed Assets	
17006 · Furniture and Equipment (Furniture and equipment with useful life exceeding one year)	8,000.00
18006 · Accumulated Depreciation (Accumulated depreciation on equipment, buildings and improvements)	-1,599.97
Total Fixed Assets	6,400.03
Other Assets	
19001 · Goodwill	9,398,777.12
19138 · Intangible Assets	4,242,277.00
19112 · Deferred-Other	88.10
Total Other Assets	13,641,142.22
TOTAL ASSETS	19,778,839.02
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21100 · A/P Trade (Accounts Payable)	3,900.97
Total Accounts Payable	3,900.97
Other Current Liabilities	
22076 · Interco - Response Management	-93,461.70
23402 · Accrued - State Income Tax	-288,818.00
21150 · A/P - Manual Accrual	217,955.59
23101 · Accrued Wages (PR Liabilities)	871,657.68
23582 · Accrued-Awards Program	76,221.00
22001 · Intercompany-Seacor Marine	3,920,405.11
22021 · Intercompany-Seacor SMIT Inc.	20,846.61
22242 · Intercompany-Seacor Asset Manag	-5,166,195.49
22243 · INTERCO - Seacor Payroll Manage (Seacor Payroll Management)	54,356.90
22259 · Intercompany - Seacor Meridian	224,001.91
22074 · Intercompany- O'Brien's Group	355,297.85
Total Other Current Liabilities	192,267.46
Total Current Liabilities	196,168.43

Long Term Liabilities	
26153 · Deferred-State Taxes	187,134.38
26150 · Deferred- Federal Income Tax	3,172,074.82
26255 · Deferred - Awards Program	<u>10,927.00</u>
Total Long Term Liabilities	<u>3,370,136.20</u>
Total Liabilities	3,566,304.63
Equity	
29100 · Common Stock	100.00
29150 · Paid In Capital	13,009,117.52
29200 · Retained Earnings (Undistributed earnings of the business)	547,035.32
Net Income	<u>2,656,281.55</u>
Total Equity	<u>16,212,534.39</u>
TOTAL LIABILITIES & EQUITY	<u>19,778,839.02</u>

January 6th, 2009

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Subject: Hurricane Gustav FEMA DR-1786
Hurricane Ike FEMA DR-1792

On behalf of Lafourche Parish Government, we hereby recognize the outstanding efforts of the Solid Resources, Inc. response team for its performance following the subject events which affected Lafourche Parish, Louisiana during the 2008 Hurricane season. Through a review of proposals, your firm was selected as the first position monitoring contractor based on your qualifications and experience to provide management and monitoring services associated with disaster generated debris removal, in this case, totaling approximately half a million cubic yards of debris.

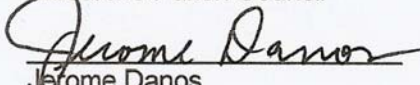
In a timely and efficient manner following these disasters, Solid Resources, Inc. had a team of professionals on site to help us establish temporary debris sites, certify trucks, and train the monitoring personnel and begin the efforts to provide services to our residents and restore our community. Critical services also included contract management, collection and disposal monitoring, invoice validation and reconciliation, and FEMA compliance and reimbursement support.

We specifically recognize your willingness, cooperation, and diligence in ensuring that the needs of our local governments and citizens were met in every way possible.

The projects are currently being closed out and we fully expect that Lafourche Parish will receive complete reimbursement for our eligible costs within the next couple of months. We would not hesitate to recommend Solid Resources, Inc. on any disaster recovery effort.

Sincerely,

Lafourche Parish Council


Jerome Danos
Solid Waste Manager

Charlotte A. Randolph	Parish President	Matt Matherne	District 5
Jerry Jones	District 1	Lindel Toups	District 6
Michael Delatte	District 2	Phillip Gouaux	District 7
Louis Richard	District 3	Rodney Doucet	District 8
Joseph Fertitta	District 4	Daniel Lorraine	District 9



Bibb County Engineering Department

KENNETH H. SHEETS, P.E., R.L.S.
COUNTY ENGINEER

DAVID P. FORTSON, P.E.
ASSISTANT COUNTY ENGINEER

SHERRIE A. SAWYER
EXECUTIVE ASSISTANT

780 THIRD STREET
MACON, GEORGIA 31201-3282
PHONE: 478-621-6660
FAX: 478-621-6666
www.co.bibb.ga.us

F. CHARLES BROOKS, P.E., R.L.S.
ENGINEER IV

WM. KEITH BRASWELL, R.L.S.
ENGINEER III

JEFFERY D. SMITH, E.I.T., C.P.E.S.C
ENGINEER III

December 3, 2008

Mr. Gary Stankovich, President
Solid Resources, Incorporated
2201 Cantu Court, #119
Sarasota, FL 34232

Re: FEMA 1761 – DR – Mothers Day Tornado

Dear Mr. Stankovich:

We would like to express our gratitude for the outstanding job done by Solid Resources, Inc. providing debris monitoring services this past year in the aftermath of the Mothers Day Tornado. Your company was a vital part of the team that helped restore county operations in a timely and cost effective manner.

We quickly learned that we could rely on SRI to navigate the maze of rules and regulations associated with post-storm debris collection. Your knowledge and experience from prior events helped Bibb County avoid costly mistakes that could have prolonged the recovery process.

I would certainly recommend your company to any local government in need of debris monitoring services.

Yours very truly,

Kenneth H. Sheets, P.E., R.L.S.
County Engineer

SS



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
August 19, 2007

STEPHANIE C. KOPELOUSOS
SECRETARY

To Whom It May Concern:

The Florida Department of Transportation Emergency Management Program Office entered into a contractual relationship with Solid Resources Inc. (SRI) in the fall of 2005. Since that time, the SRI Team has provided FEMA Public Assistance and FHWA Emergency Relief program technical assistance consulting services to the State of Florida, including all local governments impacted by disasters since 2004. These services have included:

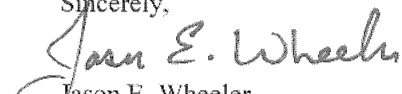
- Preparation of Appeals for funding under FEMA's Public Assistance Program
- Development and presentation of emergency recovery training to Florida State Agencies and local governments throughout the State
- Development and execution of an audit of FHWA Emergency Relief Program expenditures totaling more than \$500 million
- Detailed Damage Inspection Report/Project Worksheet Comparison for Closeouts with a value of more than \$2 billion
- Assisted 38 local governments with preparation of Detailed Damage Inspection Reports valued at more than \$50 million
- Development of Project Worksheets totaling more than \$152 million

In addition, FDOT has utilized our contract with SRI to provide disaster recovery and emergency services to Florida Division of Emergency Management (FDEM). Under this contract SRI has assisted the State in the recovery of more than \$4 billion.

The SRI Team has fulfilled each request to provide skilled and program specific expertise to ensure the State of Florida recovered all eligible funding. Team members are competent, subject matter experts able to guide sub-grantees through the reimbursement process. Solid Resources Inc. staff members communicate clearly and effectively with all involved in the recovery process.

The services provided by Solid Resources Inc. continue to enhance the State of Florida's capacity to recover from devastating events. It is with confidence that I recommend the professional emergency management services provided by Solid Resources Inc.

Sincerely,


Jason E. Wheeler
Emergency Coordinating Officer
Florida Department of Transportation

www.dot.state.fl.us



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

April 3, 2006

To Whom It May Concern:

The Florida Department of Transportation (FDOT) has historically provided force account personnel to support the Florida Division of Emergency Management (FDEM), working in conjunction with the Federal Emergency Management Agency (FEMA), to assist with Florida's hurricane recovery efforts. During the 2005 hurricane season, the FDOT implemented an alternative approach with regard to providing emergency response personnel by the use of contract personnel.

The awarded contractor, Solid Resources, Inc. (SRI), has been instrumental in the successful launch of this effort. The personnel provided by SRI have been professional and knowledgeable in FEMA's Public Assistance program.

I was assigned to my current Area of Responsibility (AOR) just days before Hurricane Wilma made landfall. The AOR that I am responsible for covers 17 Counties in South Florida; 16 counties were affected in my AOR. During this time, there were a handful of SRI employees already assigned to assist with the recovery efforts from Hurricane Katrina in Southeast Florida; however, there was not enough personnel to support an effective response to Hurricane Wilma.

Key personnel of SRI were immediately available to assist with the identification and placement of the required personnel. As a Florida-based company, the institutional knowledge that SRI possessed regarding the affected areas was invaluable and greatly assisted with providing an expeditious and efficient response to the impacted counties.

Throughout the past five months, SRI has continued to provide proficient and specialized support to meet South Florida's growing recovery needs. I have found the SRI staff to be dependable and capable of sustaining the delicate balance of maintaining interagency relations while simultaneously protecting the interests of the People of Florida.

As a manager and an emergency responder, it has been a pleasure to work with a company that displays a high level of commitment by providing quality customer service to the people that we serve and I would not hesitate to work with Solid Resources, Inc. in the future.

Sincerely,
Robin T. White
Deputy Public Assistance Officer – Operations South
Florida Division of Emergency Management

2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(888) 284.7402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(904) 488.7766

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(904) 412.0000

FLORIDA LONG TERM RECOVERY OFFICE
100 Sunport Lane
Orlando, FL 32809
(407) 858.4946



COLLIER COUNTY SOLID WASTE MANAGEMENT DEPARTMENT

3301 East Tamiami Trail • Building H • Naples, Florida 34112 • (239) 732-2508 • Fax (239) 774-9222

August 29, 2006

Mr. Richard Harvey
Vice President
Solid Resources, Incorporated
4456 Friar Tuck Lane
Sarasota, FL 34232

Dear Mr. Harvey:

We would like to express our gratitude for the excellent service that your company provided during Hurricane Wilma last year. We are very pleased with the quality of service and sincerely appreciate your responsiveness and the way you conduct business.

The professionalism and efforts that you provided in removing the hurricane-related debris was exemplary. The resources used including reliable contractors, highly trained personnel, equipment and technologies were exceptional. We received a positive feedback from the community including the State of Florida and FEMA, and OIG. Due in part to your organization's professionalism and accounting of debris collected and "correct" invoicing, Collier County has received all reimbursement, allowed from FEMA and the State of Florida.

Again, thank you for the opportunity to be associated with such an excellent company and we look forward to working with you on future projects.

Sincerely,

Daniel R. Rodriguez, M.B.A., CFM
Solid Waste Management Department Director

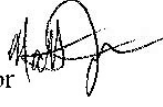
C o l l i e r C o u n t y



Homeland Security

April 28, 2006

MEMORANDUM FOR: Scott Morris
Director
FEMA's Florida Long Term Recovery Office
Orlando, Florida

FROM: C. David Kimble 
Acting Audit Director
Atlanta Field Office

SUBJECT: *Review of Hurricane Wilma Activities
Collier County, Florida
FEMA Disaster No. 1609-DR-FL
Report Number GC-FL-06-39*

We performed an interim review of costs associated with Hurricane Wilma debris removal activities for Collier County, Florida. The objectives of the review were to determine whether the county (1) was properly accounting for disaster-related costs and whether such costs were eligible for funding under FEMA's public assistance program, and (2) let contracts according to federal procurement standards and FEMA guidelines, and had adequate procedures for monitoring the activities of the contractors.

The county received an award of \$37.6 million from the Florida Department of Community Affairs, a FEMA grantee, for debris removal activities. The award provided funding for five projects under which the county let four contracts, as follows:

Project Number	Approved Scope of Work	Amount Awarded	Number of Contracts
7	Debris Collection, Hauling, and Disposal	\$29,621,050	1
52	Contractor Monitoring – Collection, Hauling and Disposal	7,187,335	1
761	Emergency Road Clean up	548,302	1
765	Emergency Road Clean up	44,080	
1496	Contractor Monitoring- Road Clean up	162,511	1
Total		\$37,563,278	4

As of March 16, 2006, the cut-off date of our review, the county had recorded expenditures of \$13.3 million under the projects and had received \$9,512,751 of FEMA funds.

We analyzed the county's accounting system and reviewed the county's contracting practices, contract documents, and monitoring procedures. We also interviewed FEMA, county, and contractor officials.

We concluded that the county had an effective system for accounting for disaster-related costs. A separate cost account had been established to record project expenditures and accounting entries could be systematically traced to supporting source documents. Moreover, the county procured debris removal contracts competitively, maintained detailed contract files, and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractors. Because this report contains no recommendations, no actions are required.

The review was conducted in conjunction with the President's Council on Integrity and Efficiency (PCIE) as part of its examination of relief efforts provided by the Federal government in the aftermath of Hurricanes Katrina and Rita. As such, a copy of the report has been forwarded to the PCIE Homeland Security Working Group, which is coordinating the Inspectors General review of this important subject.

The nature and brevity of this assignment precluded the use of our normal audit protocols; therefore, this review was not conducted according to generally accepted government auditing standards. Had we followed such standards, other matters might have come to our attention.

Auditors Oscar Andino and Vilmarie Serrano performed this review. Should you have any questions concerning this report, please contact me at (770) 220-5240.

cc: Under Secretary for Management
Acting Under Secretary for Emergency Preparedness and Response
Acting Chief Financial Officer, DHS
Chief Procurement Officer, DHS
Audit Liaison, DHS
Audit Liaisons, FEMA
Chief Financial Officer, FEMA
Senior Procurement Officer, FEMA
Deputy Director, Gulf Coast Recovery
Florida State Coordinating Officer
FEMA Regional Director, Region IV



COUNTY OF CHARLOTTE

PUBLIC WORKS DIVISION

7000 Florida Street
Punta Gorda, Florida 33950
Phone: (941) 575-3600
Fax: (941) 637-9265

www.charlottecountyfl.com

November 7, 2005

Richard Harvey
Solid Resources, Inc.
4456 Friar Tuck Lane
Sarasota, FL 34232

Subject: Hurricane Charley

Dear Mr. Harvey:

As we wrap up debris issues from the hurricanes of 2004, I want to express my thanks for the outstanding job done by Solid Resources Inc. (SRI) in the provision of debris monitoring services following Hurricane Charley. SRI was a vital part of the team that helped restore county operations in a timely and cost effective manner.

We quickly learned that we could rely on SRI to navigate the minefield of rules and regulations associated with post-storm debris collection. Your knowledge and experience from prior events helped Charlotte County avoid costly mistakes that could have prolonged the recovery process.

As the County's debris manager for Charley, I can unequivocally recommend your services to local governments in need of debris monitoring expertise.

Sincerely,

R. Alan Holbach, FPEM
Maintenance & Operations Manager

RAH/cs

copy: File 27050000 - 051101ah

OUR MISSION: To Exceed Expectations in the Delivery of Public Services

Other Services Available

If requested by the City of Fayetteville, Solid Resources, Inc. is able to provide the services described below and on the following pages.

Comprehensive Emergency Management Plans

It is highly desirable that the City has a well-structured comprehensive emergency management plan (CEMP) which identify the identities, roles and responsibilities of personnel during both the response and recovery phases of a disaster event. A CEMP developed by Solid Resources, Inc. would focus on the capabilities of the City, for all phases of emergency management such as Preparedness, Response, Recovery and Mitigation.

SRI can provide reviews and gap analysis of an existing CEMP; as well as providing an annual plan review to allow the identification of any emergency management planning deficits that could be remedied through the establishment of mutual aid agreements, improve coordination between departments and divisions of the City and increase partnerships with local, regional, state and federal associates. The results of annual review would be incorporated into CEMP revisions and updates accomplished by either the City or SRI.

Comprehensive Mitigation Programs

SRI could assist the City in developing programs, writing proposals and submitting applications for the Emergency Management Planning and Assistance (EMPA) Competitive Grant Program and the Hazard Mitigation Grant Program (HMGP). Additionally, the firm can provide assistance to the City in preparing proposals for hazard mitigation improvements to be included in restoration projects (FEMA's Section 406 HM Program) and provide information to the City concerning the availability of assistance in FEMA's Section 404 HM Program by:

1. Identifying or suggesting improvements for hazard mitigation for up to 15% of the eligible damages to be included in the scope of work in restoration Project Worksheets.
2. Identifying projects that are candidates for FEMA's pre-determined cost-effective hazard mitigation improvements for funding up to 100% of the eligible damages in restoration projects, per the Appendix in FEMA Policy 9526.1.
3. Identifying potential hazard mitigation improvements for funding in excess of 100% of eligible damages in restoration projects that can be determined to be cost effective with a cost-benefit analysis.
4. Additional counseling of the County beyond initial outreach on FEMA's Section 404 HM Program for available hazard mitigation funding for projects not affected by the disaster.

All mitigation projects would focus on addressing the City's specific needs in helping reduce the long-term risk to life and property from all types of hazards. Cost-benefit analyses would also be provided to prioritize all potential projects.

SRI could complete a hazard vulnerability analysis to identify high-hazard locations and structures within the City; as well as an environmental review and risk assessment. Mitigation specialists from SRI's staff of trained professionals could be assigned to provide technical expertise and supplement City staff.



Debris Management Plans

Solid Resources, Inc. has completed debris management plans (DMP) for numerous governmental entities including the Florida counties of Collier, Lee and Sumter for approval by the FEMA Region IV office in Atlanta, Georgia. The firm is currently developing DMPs for other clients such as the City of Miami. These DMPs are normally prepared following the DMP outline proposed by FEMA (Public Assistance Debris Management Guide, FEMA Publication 325, July 2007, Appendix A), but other outlines as required by the City can also be accommodated.

SRI could prepare a comprehensive DMP for the City of Fayetteville based on the information gathered during a Needs Assessment. The DMP will address the City's ability to respond to a disaster event based on personnel and equipment; and be consistent with the City's Comprehensive Emergency Management Plan. The DMP will address the management and operational structures needed to prepare for, respond to and recover from either a natural or man-made (terrorist) debris-generating disaster event for a 'cradle-to-grave' disaster debris removal and disposal operation. The DMP will contain approaches and procedures to complete accurate debris forecasting; monitoring of debris removal operations; debris management collection strategies based on the severity of the event; the identification and operation of debris management sites including debris reduction and recycling options; complete debris removal and demolition procedures from private roads and gated communities; safety policies and requirements and tools for an effective information program to disseminate updates on the progress of the debris removal operations to the general public and the media.

To increase the operational usefulness of the DMP, SRI would provide an electronic version of the plan as well as paper copies, so that distribution of the DMP to all City employees is simplified. Additionally, the document will be formatted so that all sections, subsections and appendices are connected by hyperlinks. In this type of format, any City staff using the document on a desktop or laptop computer will be able to instantly move to any specific section desired; such as the organizational chart, point of contact listing, debris management site maps and layouts, appendices etc. This format design has been enthusiastically endorsed by previous clients as it provides an efficient method for locating specific topics of interest within the debris management plan.

Following acceptance of a DMP by FEMA and pre-qualification of two debris removal contractors, the City will qualify for participation in the Public Assistance Pilot Program's Increased Federal Share Incentive. The incentives available to the City are summarized below:

- ⇒ FEMA will provide grants on the basis of estimates for large projects up to \$500,000.
- ⇒ FEMA will provide an additional five percent Federal cost share, not to exceed 100 percent, to applicants that have a FEMA-approved debris management plan and at least two pre-qualified debris removal contractors identified prior to a disaster.
- ⇒ FEMA will allow applicant to retain any revenue from the salvage value of recyclable disaster debris as an incentive to recycle debris.
- ⇒ FEMA will reimburse the straight- or regular-time salaries and benefits of an applicant's permanently employed staff that performs debris-related activities.

FEMA Public Assistance Program Services

Disaster Relief Coordination with Federal Agencies

SRI will assist the City in obtaining FEMA's immediate coordination with other Federal agencies having disaster relief programs, such as the Federal Highway Administration (FHWA) for federal-aid roads, Natural Resources Conservation Service (NRCS) for drainage areas; the U.S. Army Corps of Engineers USACE) for

navigable waterways, beaches, shorelines and flood control facilities; the Department of Housing & Urban Development (HUD) for housing projects and the U.S. Fish & Wildlife Service. The purpose of this coordination is to ensure that the City receives all Disaster Specific Guidance statements to provide clarification in the administration of FEMA's Public Assistance program regarding FEMA's limitation of assistance, due to Stafford Act restrictions against duplication of benefits; determination as to which Federal disaster programs are applicable to State and local governments regarding debris removal, and maintaining incontrovertible eligibility for restoration work projects for the event.

Public Assistance (PA) Program Application

SRI could assist the City during and after the State Applicants' Briefing to determine program eligibility, in identifying reimbursable recovery costs and to otherwise assist in filing a Request for Public Assistance (RPA) within 30 days of the Disaster Declaration Date or within an extended deadline as requested by the City and approved by FEMA.

Funding Assistance

SRI can assist initially with an initiative to secure Immediate Needs Funding by developing a debris quantity estimate along with FEMA staff, preparing estimated project worksheets for the entire debris removal project, and providing FEMA with actual cost documentation during the project to facilitate the flow of reimbursement funds.

Recovery Program Technical Approach

SRI could provide technical assistance to the City in optimizing the provision of federal disaster relief activities and expense reimbursements under the Stafford Act (as amended), for events that may be declared as Disasters, Emergencies or Fires consistent with all applicable laws, regulations, and FEMA policies.

Preliminary Damage Assessment (PDA)

SRI could assist City in the accumulation of damage assessment estimates of the disaster losses at the local level after the impact of a disaster event, for the purpose of determining whether the Governor should, under the Stafford Act, request a Disaster Declaration by the President for the various FEMA Public Assistance, Individual Assistance or Hazard Mitigation Programs, by coordinating with Federal, State and local officials to determine methods of:

1. Obtaining a count and cost estimates of destroyed or damaged residences and businesses within the affected communities.
2. Determining preliminary cost estimates for removal of widespread disaster-related debris that affects the public health and safety and the economic recovery of the community.
3. Estimating the extraordinary costs for governmental emergency protective measures for lessening the immediate threat to the public health/safety or to improved property.
4. Estimating the extent of damages to the governmental infrastructure of roads/bridges, water control facilities, buildings/equipment, utility systems, and other publicly-owned facilities and systems (e.g., recreational, marine, or improved/maintained natural features such as beaches that are not federally-assisted).

PA Program Kickoff Meetings

SRI could assist City in the FEMA Kickoff Meeting to provide initial program guidance to individual departments concerning eligible emergency work (debris removal and emergency protective measures) and permanent work (infrastructure repair and/or replacement) categories of reimbursement assistance, including requirements for estimated or actual cost documentation needed for the formulation of Project Worksheets.

Provision of Recovery Staffing

SRI could identify staffing needs for support of the various FEMA Individual Assistance and Public Assistance Recovery Programs, such as:

- Public Assistance Coordinators (PAC) and Project Officers (PO) for program management functions such as the City departmental coordination and coordination of other administrative areas.
- PACs to be assigned to geographical areas to supervise assigned FEMA or State Project Officers.
- Pos to be assigned to geographical or category of work program function areas to assist the City in the development of program grants.
- Other technical personnel such as Insurance Specialists, Hazard Mitigation Specialists and Special Consideration Specialists to assist in the development, approval, and formulation and administration of the FEMA Project Worksheets.

FEMA/State Inspection Team

SRI could provide representation for the City to participate in assigned inspection teams in the development of Project Worksheets for FEMA grant assistance and to otherwise assist the City, as necessary, to:

1. Identify general scopes of work for emergency work projects (debris removal and emergency protective measures) and provide a damaged facilities listing (including building number, address, GPS coordinates, brief damage description, and contact names/phone number) for which the City seeks disaster grant assistance, within 60 days of the Kickoff Meeting, or within an extended deadline as requested by the City and approved by FEMA.
2. Formulate Large and Small Projects, in the most advantageous manner to the City to facilitate grant administrative ease, including budgetary considerations, by combining project work sites or grant objectives on the basis of performance of work by contracting or force account completion, insurance coverage, anticipated completion dates, separation of work pending eligibility issues, and/or for meeting the minimum requirements for project funding.
3. Draft proposed PWs for the Small Project Validation Process, if selected by the City, for presentation within 60 days of the Kickoff Meeting.
4. Prepare estimated and/or actual cost documentation for presentation in the development of Large Project PWs, and for Small Project Worksheets that are not submitted in the Small Project Validation Process, including documentation of actual costs for the selected 72-hour 100% FEMA-eligible period, if applicable.
5. Provide all necessary documentation to establish project eligibility, as required, for the City's responsibility for the work, damages caused by the disaster, maintenance records, applicable insurance coverage or necessary insurance commitments, and other issues for consideration under the Stafford Act, the FEMA Regulations to implement the Act and established FEMA policies and program guidance.
6. Assure proper and timely application to the appropriate Federal program to obtain relief and to avoid violating the FEMA duplication of benefits restriction for assistance, in particular regarding debris removal from Federal-aid highways and flood control facilities.
7. Determine when it is appropriate for the City to sign the FEMA exit interview after the submission and entry in the FEMA National Emergency Management Information System database (NEMIS) of all initial Project Worksheets in each category of eligible work.

Initial State Review of Project Worksheets (PW)

During the FEMA PW approval process, SRI could provide assistance in the State and FEMA review, inspecting for processing errors that need correction (category of work, line item entries, or special consideration comments, etc.) and to identify potential issues for disputed eligibility regarding FEMA assistance for:

1. Determining and/or clarifying the specific reason for a recommended denial of assistance to be entered in the PW comments.
2. Initiating a dispute resolution process, when appropriate, to obtain further documentation or clarification from the City to justify eligibility.
3. Recommending Grantee and sub-Grantee comments to be entered on the Project Worksheet regarding disputed eligibility.

Monitoring of FEMA and State Grant Databases

SRI could provide assistance to the City in monitoring the progress of Project Worksheets (PW) that are entered in FEMA's National Emergency Management Information System (NEMIS) database and the State of Arkansas' administrative computer database by:

1. Maintaining a log of submitted PWs for FEMA data entry in NEMIS, assuring that all submitted PWs are entered, inspecting for duplicate PW entries for necessary de-obligations, and providing necessary follow-up to assure that PWs are timely processed.
2. Assuring that all FEMA actions on PWs are downloaded into the State's database timely and correctly, assuring that all PW-related actions are properly filed, and developing other quality control procedures necessary for proper administration of the PA Program and payment of funds to the City .

Interim Inspections for New PW Versions

SRI could assist the City for eligible project modifications in the submission of subsequent PW versions for:

1. Large Projects when correction of the damage description or scope of work is necessary due to newly discovered damages and/or for revised cost estimates for completion of the necessary scope of work when the City can document the anticipated actual cost resulting in a project cost overrun.
2. Small Projects for corrections due to calculation errors, necessary changes in scope of work, and documented revised cost estimates that would change the project status to a Large Project.
3. Improved Project status with limitation of project funding to the original estimate when the City desires to improve the project, or some portion of the project, beyond the restoration to the original design/function including compliance to codes and standards and authorized hazard mitigation improvements.
4. An Alternate Project, with reduced funding, when the City determines that it is not in the public interest to restore the original damaged facilities.
5. A proposed relocation of the project to reduce the vulnerability of the damaged facility to future disaster damages of the same type.
6. A re-submission of denied project costs, in an informal dispute resolution to avoid an unnecessary appeal, when it can be readily clarified that the costs are eligible.
7. Submission of a request for additional costs for a project when it was noted in the PW version 0 that cost documentation was not available at time of initial submission.

Final Inspection for Project Closeout

SRI may assist the City in a Large Project closeout after work is completed to adjust the final project funding amount to actual costs by:

1. Identifying Large Projects that will require final inspection (PW projects with total funding of all PW versions in excess of the Large Project Threshold and PWs with damages in excess of the Large Project Threshold involving insurance recovery).
2. Monitoring the City's Quarterly Reports to determine project completion dates and assisting the City to request final inspection as soon as practicable thereafter, including preparation of actual cost documentation, applicable insurance recovery documentation, and the final inspection checklist.
3. Assisting FEMA and the State with the final inspection of the completed work and actual cost documentation, including the preparation of the Final Inspection Report and Final PW for cost overruns or underruns as applicable.

4. After the City's completion of all Small Projects involving insurance recovery reductions, assist the City in requesting an insurance reconciliation inspection for the purpose of adjusting the project funding to reflect actual insurance reductions.
5. After the City's completion of all Small Projects, conduct a Small Project Completion review and assist the City in determining whether to appeal for a net Small Project Overrun funding; and, if so, assist the City in documenting actual Small Project costs and requesting a Small Project Overrun Inspection.

Project Time Extensions

SRI could support the City in requesting and obtaining approvals of time extensions for completion of Project Worksheets (PW) for which the work will not be completed by the statutory deadline, or by extended deadlines, of 6 months after a Declaration Date (emergency work PWs) and 18 months after the Declaration Date (permanent work PWs) by:

1. Monitoring the City's Quarterly Reports for anticipated project completion dates.
2. Advising on justification requirements for project time extensions.
3. Reviewing and perfecting the City's project time extension requests.
4. Making recommendations regarding approvals of time extension requests.

Appeals and Audits

Solid Resources, Inc. could provide assistance to the City during audit procedures, particularly exit interviews, to assure that both the City and the auditors fully understand the PA program eligibilities and operation, in order to minimize the potential for audit exceptions to the provided relief and to assist Applicants in justifying claimed costs within program guidelines.

SRI could assist the City with professional expertise and guidance prior to, during and after a financial review or audit conducted by the FEMA Office of the Inspector General (OIG). The services provided include but are not limited to, documentation review, analysis of procurement and accounting procedures, and the evaluation of the findings and recommendations of the OIG, Project Worksheet preparation and review based on the results of an audit, and, when necessary, the appeal of an audit report issued by the OIG.

Public Information Support

Solid Resources, Inc. could provide regular status updates to the City's Debris Manager for public information use. SRI can provide public communications capabilities to assist the City's mission readiness with in-depth governmental communications expertise. Public Service Announcements from an on-the-front-lines perspective help to craft and deliver a truly effective public communication package designed to inform all concerned parties in the event of an emergency. SRI can also provide training for emergency preparedness to help establish communications protocol, authorized media contacts and an information flow chart.

Training

SRI could provide a specialized workshop for training the City's personnel, such as the financial director, accounting staff and other operations managers, as to what the City can do to reposition itself in order to maximize cost reimbursements and streamline accounting procedures. This training will focus on actions to address the accounting/budgeting challenges that arise from a storm event. Topics may include disaster account segregation, documentation and audit system designed to meet federal grant reimbursement requirements. Other training topics that can be provided include situational awareness, decision-making and continuity of support (in conjunction with existing emergency plans).

Additional Requests

Solid Resources, Inc. is prepared to provide whatever types of emergency management reports and data that may be necessary to assist the City with successful reimbursement of all eligible disaster-related expenses and insurance disbursements.

State of Florida

Department of State

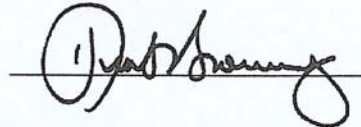
I certify from the records of this office that SOLID RESOURCES, INC. is a corporation organized under the laws of the State of Florida, filed on July 7, 2000.

The document number of this corporation is P00000066042.

I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report was filed on February 19, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twentieth day of February, 2008*



Secretary of State



Authentication ID: 500118434925-022008-P00000066042

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

www.sunbiz.org/auth.html

2007-08

SARASOTA COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR
ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

3904700025690

MACHINES

ROOMS

SEATS

EMPLOYEES

5

BUSINESS TYPE

390470 RECYCLING SERVICE

BUSINESS
ADDRESS

2201 CANTU COURT STE 119
SARASOTA uninc FL 34232-0000

PAID-6091740.0001-0001 HSP 09/20/2007 14.43

SOLID RESOURCES INC
2201 CANTU COURT #119
SARASOTA, FL 34232-0000

ACTIVE



BARBARA FORD-COATES, TAX COLLECTOR
101 S. WASHINGTON BLVD., SARASOTA, FL 34236-6993
(941) 861-8300

MUST BE DISPLAYED IN A CONSPICUOUS PLACE
VALID UNTIL 10/1/08

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CERTIFICATE OF LIABILITY INSURANCE

4/4/2008

PRODUCER: BENFIELD COMMERCIAL RISK ONE NEW YORK PLAZA, SUITE 3010 NEW YORK, NY 10021		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	NATIONAL LIABILITY AND FIRE ASSURANCE COMPANY			
		COMPANY E	AMERICAN HOME ASSURANCE COMPANY			
		COMPANY C				
		COMPANY D				
		COMPANY E	UNITED STATES FIDELITY AND GUARANTY CO.			
		COMPANY F	AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE CO.			
		COMPANY G				
INSURED: SOLID RESOURCES, INC. 2901 Coral Coast, Suite 119 Fort Lauderdale, FL 33305						
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCES LISTED HEREIN 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, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO-OP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MONTH)	POLICY EXPIRATION DATE (MONTH)	COVERAGES	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LMB. ☐ CLAIMS MADE ☒ OCCUR. ☐ OWNERS & CONTRACTORS PROCT.	LN1400004000	4/1/2008	1/31/2009	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED. EXP. (ANY ONE PERSON)	\$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000 \$ 5,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON OWNED AUTOS	CA 12149884	9/1/2007	5/31/2008	COMBINED SINGLE LIMIT (each) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)	\$ 1,000,000
C	EXCESS/UMBRELLA LIABILITY ☐ CLAIMS MADE ☐ OCCUR				EACH OCCURRENCE EXCESS OF	 UNDEFLYING
D	U.S. LONGSHORE & HARBOR WORKERS (Compensation Rate)				☒ STATUTORY ☐ OTHER	
F	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY THE EMPLOYER IS/ARE INSURED / EXCEPTIVE OF COVERSABLE: ☐ INCLUDED ☐ EXCLUDED	UC74WC0445	9/29/2007	10/12/2008	☒ STATUTORY ☐ OTHER EACH ACCIDENT DISEASE - EACH EMPLOYEE EL DISEASE - POLICY LIMIT	 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
I	CONTRACTORS POLLUTION/ E&O	CCPR 105-0121	9/29/2007	5/31/2008	LIMIT (ANY ONE OCCURRENCE)	\$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: EVIDENCE OF INSURANCE						

CERTIFICATE HOLDER TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL UNDERTAKE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE BY: <i>Thomas Butler</i>
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Storm Debris Monitoring Services

Electronic Copy

RFP 09-05

SOLID RESOURCES
ENVIRONMENTAL & EMERGENCY SERVICES



FEMA



U.S. Department
of Transportation
**Federal Highway
Administration**



Prepared for
THE CITY OF FAYETTEVILLE, ARKANSAS
February 17, 2009
2:00 p.m. CST



Prepared by: **SOLID RESOURCES INC**
ENVIRONMENTAL & EMERGENCY SERVICES

A wholly-owned subsidiary of



Comprehensive assistance with FEMA, FHWA, NRCS and
USACE related disaster reimbursement funding projects



Corporate Headquarters
2201 Cantu Court
Suite 119
Sarasota, Florida 34232

Phone: 941-379-8100

Fax: 941-379-8113

Field Office
6505 Blue Lagoon Drive
Suite 435
Miami, Florida 33126

Phone: 786-662-3144

Fax: 786-662-3147

www.solid-resources.com

REQUEST FOR PROPOSAL COVER SHEET



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: (479) 575-8220

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 09-05, Storm Debris Monitoring Services

DEADLINE: Tuesday, February 17, 2009 at 11:00 AM, Central Standard Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: February 11, 2009 & February 15, 2009

**REQUEST FOR PROPOSAL
RFP 09-05, Storm Debris Monitoring Services**

**** NOTICE: TO BE ADDED TO THE PLANHOLDERS LIST FOR NOTIFICATION OF ADDENDA FOR THIS PROJECT, E-MAIL YOUR CONTACT INFORMATION TO ANDREA FOREN @ aforen@ci.fayetteville.ar.us *****

No late proposals will be accepted. RFP'S shall be submitted in sealed envelopes labeled "RFP 09-05, Storm Debris Monitoring Services" with the name and address of the Proposer.

RFP's shall be submitted in accordance with the attached City of Fayetteville specifications and RFP documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Solid Resources, Inc.

Contact Person: Gary J. Stankovich Title: President

E-Mail: gstankovich@solid-resources.com Phone: (941) 379-8100

Business Address: 2201 Cantu Court, Suite 119

City: Sarasota State: Florida Zip: 34232-6254

Signature:  Date: February 13, 2009

Submit this notarized Statement of Proposer's Qualifications to the City of Fayetteville. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Proposal.

Solid Resources, Inc.

(Name of Proposer)

By: Gary J. Stankovich

Title: President

State of Florida

County of Sarasota

Gary J. Stankovich being duly sworn deposes and says that he is President

of Solid Resources, Inc.

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 13th day of February, 2009.

NOTARY PUBLIC-STATE OF FLORIDA
Vanessa Gatto
Commission # DD592056
Expires: SEP 05, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Vanessa Gatto
Notary Public

My Commission expires _____

September 5, 2009.

END OF SECTION 00420

STATEMENT OF PROPOSER'S QUALIFICATIONS

Solid Resources, Inc. (SRI) was formed as a family-owned business in 1992, providing environmental and emergency services for clients throughout the southeastern United States. The firm was incorporated in the State of Florida in 2000, and has been engaged in the emergency management contracting business for over eighteen years. The corporate office is located at 2201 Cantu Court, Suite 119, Sarasota, Florida 34232-6254 and the firm also maintains a fully-equipped field office in Miami, Florida.

Solid Resources, Inc. is currently in the final stage of completing a contract for the Louisiana Department of Transportation and Development following Hurricane Gustav and Ike, with an anticipated completion date of February, 2009. The estimated value of this contract is 15 million dollars.

SRI has just initiated a contract with the City of Rogers, Arkansas to assist with their Debris Removal Monitoring Services project following the January 2009 ice storm. The anticipated completion date for this contract is April 2009. The estimated value for this contract is 800 thousand dollars. The firm has also entered into pre-event debris monitoring contracts with other governmental clients throughout the United States.

The services that SRI provides include disaster debris monitoring and management, Public Assistance Technical support and emergency management training.

Solid Resources, Inc. has never failed to complete any work that was awarded to the firm and has never defaulted on a contract since it was formed in 1992.

The size and magnitude of similar projects completed by SRI are provided in Tab 2, Firm Experience and Past Performance.

SRI has critical supplies, materials and equipment (2,000 Garmin eTrex Legend GPS receivers and 2,000 Kodak Easy Share digital cameras with 2G memory cards) packaged and ready for deployment to a disaster site with limited notice; as we have learned from our extensive disaster response experience how to rapidly and efficiently mobilize our teams, and we take pride in our response preparedness.

The background and experience of the principal officers of the firm and the Disaster Debris Management Team that will support the City of Fayetteville's Storm Debris Monitoring Services projects are provided in Tab 7, Addenda and Appendices.

Solid Resources, Inc. will, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville.

Solid Resources, Inc. will use the bonding agent Roanoke Trading and Navigators. Our bonding limit is \$5,000,000.00.

SRI does not intend to utilize any subcontractors in order to provide the Storm Debris Monitoring Services project for the City of Fayetteville.

THE CITY OF FAYETTEVILLE, ARKANSAS

Request for Proposals 09-05

for

Storm Debris Monitoring Services

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Solid Resources, Inc. (SRI) was established in 1992 as a family-owned business to provide environmental and emergency management consulting services. The firm currently has two fully equipped and staffed offices located in Sarasota and Miami, Florida.

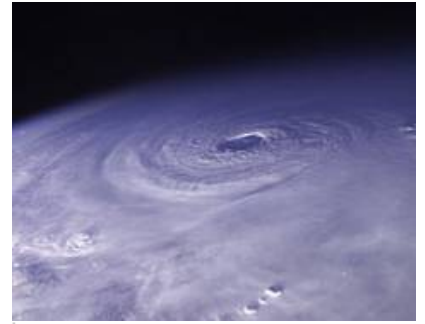
The firm was incorporated in the State of Florida on July 7, 2000. Solid Resources, Inc. is a wholly-owned and independent subsidiary of **O'BRIEN'S Response Management, Inc.**; which is a wholly-owned subsidiary of SEACOR Holdings, Inc., a publicly traded U.S. corporation providing worldwide support services to the offshore oil industry. To complete the services requested by the City, Solid Resources, Inc. will not be utilizing any subcontractors nor any resources of the parent company.

Since the early 1990's, Solid Resources, Inc. (SRI) has expanded and specialized in worldwide environmental and emergency cleanups, disaster debris monitoring, Public Assistance technical support, grant administration and governmental accounting and auditing services. The company has expanded rapidly during the past eight years and has cultivated a proven record of accomplishment for quick and effective emergency response to complex and catastrophic disasters. At the same time, Solid Resources, Inc. has strengthened our Federal programs expertise regarding disaster debris management and financial reimbursements with the following agencies:

- Department of Homeland Security
- Federal Emergency Management Agency
- Federal Highways Administration
- Department of Housing and Urban Development
- U. S. Department of Agriculture, Natural Resources Conservation Service
- U. S. Environmental Protection Agency

Solid Resources, Inc. developed its superior post-disaster debris management and monitoring capabilities by managing and monitoring the removal, reduction and disposal of more than \$900 million of eligible disaster-related debris in Florida, Georgia, Louisiana, Oklahoma, and Texas. Our experienced staff have written, reviewed, entered and/or approved more than 1 million load tickets. SRI has provided all of our clients with excellent service by utilizing our own highly trained and experienced management and supervisory staff, and delivering the highest levels of customer service to each and every client.

SRI maintains a roster of over 2,200 experienced and trained disaster debris management and monitoring professionals who are available for immediate deployment. When responding to and recovering from a disaster supported by the SRI Disaster Debris Management Team, the City of Fayetteville will know that it is receiving the best disaster management and recovery services available; provided by a company that is not over-obligated and dedicated to making the City of Fayetteville's needs its priority. We have developed a team with a superior working knowledge of the funding guidelines for FEMA, FHWA, USACE and NRCS reimbursement programs.



SRI's Disaster Debris Management Team has combined experience of more than 100 disaster projects, including:

- Hurricane Andrew
- Hurricane Floyd
- Hurricane Erin
- Hurricane George
- Hurricane Opal
- Hurricane Charley
- Hurricane Frances
- Hurricane Jeanne
- Hurricane Ivan
- Super Typhoon Paka
- Storm of the Century
- Northridge Earthquake
- North Florida Wild Fires
- Hurricane Lili
- T.S. Gabrielle
- Hurricane Isabel
- S.E. Asia Earthquake
- Tsunami (Indonesia)
- Hurricane Dennis
- Hurricane Katrina
- Hurricane Rita
- Hurricane Wilma
- Groundhog Day Tornadoes
- Ice Storm (Tulsa, OK)
- Mother's Day Tornadoes
- T.S. Fay
- Hurricane Gustav
- Hurricane Ike

The City of Fayetteville's Storm Debris Monitoring Services project will be managed by the firm's corporate office in Sarasota, Florida, which has been established since 2005. A temporary field office will be established within the City of Fayetteville for project management and supervisory staff, and will serve as a staging area for the daily deployment of all monitoring staff.

Solid Resources, Inc. warrants that the firm is fully qualified with adequate personnel and experience to complete all of the services identified in the Invitation for Bids for Storm Debris Monitoring Services project in a prudent fashion. The firm currently has 60 full-time permanent employees on staff assigned to both the Sarasota and Miami, Florida offices; and over 100 full-time temporary employees currently conducting debris monitoring operations in Louisiana and Arkansas. All employees are available for deployment to the Fayetteville area.

Since 2000, SRI has served hundreds of communities across the southeastern United States with its disaster recovery services – in debris monitoring and management, FEMA Public Assistance technical support services and project management. SRI has 16 years of experience as emergency managers and environmental consultants. We have an extensive background supporting debris monitoring, eligibility compliance, disaster planning and mitigation programs through federal grant agencies such as FEMA and FHWA.

With this project delivery team, we are positioned to offer the City of Fayetteville access to debris management services and emergency response capabilities from a firm that has an unparalleled knowledge of FEMA's and FHWA's principles, practices and policies. Solid Resources, Inc. recognizes that following a disaster the emergency response must be rapid and efficient, with accurate record-keeping and cost-effective use of resources to ensure that all federal reimbursement requests are acceptable to the funding agencies.

SRI is uniquely suited to provide Storm Debris Monitoring Services to the City of Fayetteville because of the firm's :

- Extensive monitoring experience for FEMA and FHWA debris removal, reduction and disposal since 2000;
- Broad experience providing disaster management services for the Florida Division of Emergency Management (FDEM) and the Florida Department of Transportation (FDOT) with the FEMA Public Assistance and the FHWA Emergency Relief Programs, respectively;
- SRI has been tasked by the FDOT to provide emergency recovery training to FDOT staff, as well as Florida state agencies and local governments statewide; and
- SRI has provided an entire array of emergency management services to the FDOT and FDEM, including the formulation of project worksheets, summary of documentation, appeals, assistance with final closeouts in conjunction with FEMA staff and final audits.

Solid Resources, Inc. has performed post-disaster emergency services for the following sample of clients and communities:

FL Dept. of Transportation
LA Dept. of Transportation
FL Dept. of Community Affairs
FL Div. of Emergency Mgmt.
Bibb County, GA
Brevard County
Broward County
Charlotte County
City of Atlantis
City of Belle Glade
City of Boca Raton
City of Bonita Springs
City of Bowling Green
City of Boynton Beach
City of Briny Breezes
City of Cloud Lake
City of Daytona Beach
City of Delray
City of Fort Myers Beach
City of Greenacres
City of Key West
City of Lake Worth
City of Miami
City of Palm Beach Gardens
City of Riviera Beach
City of South Bay
City of Tulsa, OK
City of Wauchula
City of West Palm Beach
City of Winter Springs
Collier County
Hardee County
Hillsborough County
Lee County
Miami-Dade County
Monroe County
Palm Beach County
Palm Beach School Board
Sarasota County
Seminole Tribe of Florida
Town of Glen Ridge
Town of Haverhill
Town of Highland Beach
Town of Jupiter
Town of Lake Park
Town of Lantana
Town of Palm Beach
Town of Palm Beach Shores
Town of South Palm Beach
Village of North Palm Beach
Village of Palm Springs
Village of Royal Palm Beach

and many others...

Solid Resources, Inc. has developed a team with a superior working knowledge of the debris eligibility guidelines for FEMA, FHWA, USACE and NRCS programs to ensure the highest level of successful reimbursements to its clients. Since 2000, the firm has provided disaster debris monitoring services for over 12 million cubic yards of vegetative and other types of disaster-related debris. Additionally, during the past 37 months SRI staff have provided FEMA Public Assistance technical support to more than 800 applicants; and have handled approximately \$4.3 billion dollars in project worksheets.

Solid Resources, Inc. was instrumental in forming the State of Florida's first Disaster Debris Team and assisted FEMA in the development of FEMA's debris training seminar in 2006. Training materials prepared by SRI emphasized the environmental requirements of debris removal, reduction and disposal operations. No other emergency management firm has done more to assist Florida's local governments recover and process their Federal reimbursements for both debris removal and infrastructure damage than SRI; and the depth and breadth of experience held by our professional staff is unmatched.

At the invitation of Florida Division of Emergency Management, SRI staff presented a Project Closeout training workshop for 75 state and federal recovery workers and helped to create and staff the first State of Florida Disaster Debris Team. In coordination with FEMA, the SRI State Disaster Debris Team prepared training material and set up applicant debris management training workshops throughout South Florida. The company has developed and delivered FHWA and FEMA program training to more than 700 state and local government personnel throughout the State of Florida.

Solid Resources, Inc.'s philosophy is to go above and beyond our clients' expectations when it comes to the quality of our debris monitoring services.

Solid Resources, Inc. (SRI) works closely with local, state and federal emergency management agencies to monitor and expedite the cleanup of disaster debris, and to maximize reimbursements and financial assistance from granting agencies such as FEMA and FHWA.

With our project delivery team, we are positioned to offer the City of Fayetteville access to debris management services and emergency response capabilities from a firm that has an unparalleled knowledge of FEMA's and FHWA's principles, practices and policies. SRI recognizes that following a disaster the emergency response must be rapid and efficient, with accurate record-keeping and cost-effective use of resources to ensure that all federal reimbursement requests are acceptable to the funding agencies. Solid Resources, Inc. is thankful for this opportunity to submit our qualifications and stands ready and prepared to serve the City of Fayetteville, Arkansas.

We encourage the City of Fayetteville to contact any of the references provided in Tab 2 (Firm Experience and Past Performance) and Tab 7 (Addenda and Appendices) for further details regarding the professional manner in which all of our contracts have been completed.

SRI DISASTER DEBRIS MANAGEMENT TEAM HIGHLIGHTS

- Professional staff with FEMA, State, and FHWA experience
- Substantial number of successfully completed debris monitoring projects
- More than \$4 billion of FEMA reimbursement experience
- Large Public Assistance and debris monitoring and management staff
- Unparalleled pre-event planning expertise
- Unmatched disaster recovery experience
- State Technical Assistance experience as prime contractor
- Debris management, compliance and monitoring expertise

Solid Resources, Inc. developed its superior post-disaster debris management and monitoring capabilities by managing and monitoring the removal, reduction and disposal of more than \$900 million of eligible disaster related debris in Florida, Georgia, Louisiana, Oklahoma, and Texas. Our experienced staff have written, reviewed, entered and/or approved more than 1 million load tickets. SRI has provided all of our clients with excellent service by utilizing our own highly trained and experienced management and supervisory staff, and delivering the highest levels of customer service to each and every client.

SRI maintains a roster of over 2,200 experienced and trained disaster debris management and monitoring professionals who are available for immediate deployment. When responding to and recovering from a disaster supported by the SRI Disaster Debris Management Team, the City of Fayetteville will know that it is receiving the best disaster management and recovery services available; provided by a company that is not over-obligated and dedicated to making the City of Fayetteville's needs its priority. We have developed a team with a superior working knowledge of the funding guidelines for FEMA, FHWA, USACE and NRCS technical program assistance.

Since 2000, SRI has served hundreds of communities across the southeastern United States with its disaster recovery services – in debris monitoring and management, FEMA Public Assistance technical support services and project management. SRI has 16 years of experience as emergency managers and environmental consultants. We have an extensive background supporting debris monitoring, eligibility compliance, disaster planning and mitigation programs through federal grant agencies such as FEMA and FHWA.

The City of Fayetteville's Storm Debris Monitoring Services project will be managed by the firm's corporate office in Sarasota, Florida, which has been established since 2005. A temporary field office will be established within the City of Fayetteville for project management and supervisory staff, and will serve as a staging area for the daily deployment of all supervisory and monitoring staff.

Solid Resources, Inc. warrants that the firm is fully qualified with adequate personnel and experience to complete all of the services identified in the Request for Proposal for Storm Debris Monitoring Services project in a prudent fashion. The firm currently has 60 full-time permanent employees on staff assigned to both the Sarasota and Miami, Florida offices; and over 100 full-time temporary employees conducting debris monitoring operations in Louisiana and Arkansas. All employees are available for deployment to the City of Fayetteville.

Solid Resources, Inc. has developed a team with a superior working knowledge of the debris eligibility guidelines for FEMA, FHWA, USACE and NRCS programs to ensure the highest level of successful reimbursements to its clients. Since 2000, the firm has provided disaster debris monitoring services for over 12 million cubic yards of vegetative and other types of disaster-related debris. Additionally, during the past 37 months SRI staff have provided FEMA Public Assistance technical support to more than 800 applicants; and have handled approximately \$4.3 billion dollars in project worksheets.

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At the invitation of Florida Division of Emergency Management, SRI staff presented a Project Closeout training workshop for 75 state and federal recovery workers and helped to create and staff the first State of Florida Disaster Debris Team. In coordination with FEMA, the SRI State Disaster Debris Team prepared training material and set up applicant debris management training workshops throughout South Florida. The company has developed and delivered FHWA and FEMA program training to more than 700 state and local government personnel throughout the State of Florida.

The Solid Resources, Inc. (SRI) Public Assistance Teams provided sixty (60) Public Assistance Coordinators and Project Officers to assist with the post-disaster recovery process in the State of Florida following Hurricane Wilma in 2005, assisting with site inspections, formulation of Project Worksheets (PW), document review, Detail Damage Inspection Reports (DDIR), technical assistance, final inspections and audit reviews by the Inspector General. Our PA Team has extensive experience with Project Worksheet appeals, advocating for local governments and representing the State in negotiations that positively impact financial reimbursements to our clients.

In Monroe County, Florida (Florida Keys), SRI staff monitored the recovery, removal and disposal of 436 abandoned or derelict vessels, providing the documentation necessary to secure \$2,111,447 in debris removal cost reimbursements. The 2005 hurricanes impacting the Florida Keys also dislodged 45,129 lobster traps throughout the waterways and canals, which were retrieved at a cost of \$1,451,434. SRI Debris Specialists also assisted Miami-Dade County, FL in the removal of illegally dumped debris mulch in a 8½ mile stretch of wetlands in Homestead, Florida. The applicant's funding was being held by FEMA until all hurricane-related debris mulch was removed and their contractor was cleared by the County's Department of Environmental Resource Management.

At the invitation of Florida Division of Emergency Management, SRI staff presented a Project Closeout training workshop for 75 state and federal recovery workers and helped to create and staff the first State of Florida Disaster Debris Team. In coordination with FEMA, the SRI State Disaster Debris Team prepared training material and set up applicant debris management training workshops throughout South Florida. The company has developed and delivered FHWA and FEMA program training to more than 700 state and local government personnel throughout the State of Florida.

Solid Resources, Inc. (SRI) works closely with local, state and federal emergency management agencies to monitor and expedite the cleanup of disaster debris, and to maximize reimbursements and financial assistance from granting agencies such as FEMA and FHWA.

SRI is currently completing a debris management project for the Louisiana Department of Transportation and Development following the passage of Hurricanes Gustav and Ike. Over 1,700 monitoring staff were deployed and a total of 220,000 trees with hanging branches were cut, 3.1 million cubic yards of vegetative debris and 90,000 cubic yards of C&D debris have been removed to date.

The firm recently completed debris monitoring projects for the City of Conroe, Texas and LaFourche Parish, Louisiana with their debris removal projects for Hurricanes Gustav and Ike.

SRI assisted Bibb County, GA with the monitoring of its debris removal operation. The total debris generated by the 2008 Mother's Day tornados in the unincorporated portions of the county is approximately 180,000 cubic yards.

Solid Resources, Inc. also completed a major debris monitoring project for the City of Tulsa, OK, where almost 2.75 million cubic yards of debris have been removed following a severe ice storm in December 2007. SRI mobilized a Disaster Debris Management Team and deployed within 3 hours after notification, arriving on site within 24 hours fully prepared to assist the City of Tulsa. As the debris hauling phase and the debris reduction phase were undertaken by separate contractors, two load ticket databases (removal and final disposal) were reconciled daily. A total of 32 bucket trucks (each with a dedicated monitor) swept through the City to eliminate the threat to public safety from hanging limbs and leaning trees as quickly as possible. With 328 pieces of hauling equipment clearing the public right-of-way at full ramp-up, over 70,000 cubic yards of debris were being removed from the City daily.

Following Hurricane Wilma in 2005, SRI was responsible for monitoring the debris removal of approximately one million cubic yards of storm debris in Collier County. SRI provided all needed personnel and was the only debris management and monitoring firm used by the county following Hurricane Wilma. At the height of operations, approximately 600 debris clearance personnel and 271 pieces of equipment provided debris collection.

The Office of the Inspector General (OIG) conducted an audit of over \$37 million dollars of Hurricane Wilma debris removal and monitoring projects undertaken by Collier County. In a report to the Director of the Florida Long Term Recovery Office in April 2006, the Acting Audit Director for FEMA Region IV stated that “the county had an effective system for accounting for disaster-related costs.....and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractor.” This project has been deemed a ‘model’ debris management project by FEMA and Florida Division of Emergency Management officials.

With our project delivery team, we are positioned to offer the City of Fayetteville access to debris management services and emergency response capabilities from a firm that has an unparalleled knowledge of FEMA’s and FHWA’s principles, practices and policies. SRI recognizes that following a disaster the emergency response must be rapid and efficient, with accurate record-keeping and cost-effective use of resources to ensure that all federal reimbursement requests are acceptable to the funding agencies. Solid Resources, Inc. is thankful for this opportunity to submit our qualifications and stands ready and prepared to serve the City of Fayetteville, Arkansas.

We encourage the City of Fayetteville to contact any of the references provided in Tab 2 (Firm Experience and Past Performances) and review the unsolicited letters of reference provided in Tab 7 (Addenda and Appendices) for further details regarding the professional manner in which all of our contracts have been completed.

SRI DISASTER DEBRIS MANAGEMENT TEAM HIGHLIGHTS

- Professional staff with FEMA, State, and FHWA experience
- Substantial number of successfully completed debris monitoring projects
 - More than \$4 billion of FEMA reimbursement experience
- Large Public Assistance and debris monitoring and management staff
 - Unparalleled pre-event planning expertise
 - Unmatched disaster recovery experience
- State Technical Assistance experience as prime contractor
- Debris management, compliance and monitoring expertise



Firm Experience and Past Performance

Below and on the following pages a sampling of Solid Resources, Inc.'s recent projects are summarized (including reference contact data); for services performed that are similar to the requirements for the City of Fayetteville's Storm Debris Monitoring Services project.

Client: Louisiana Department of Transportation and Development Event: Hurricane Gustav (FEMA-1786-DR-LA) and Hurricane Ike (FEMA-1792-DR-LA) Project Name: Debris Removal and Disposal Monitoring Services	
Project Dates: September 2008 — Ongoing Total Debris Removal Costs: \$77,290,273 to date Total Monitoring Costs: \$14,274,000 to date Approximate Number of Cubic Yards: 3,020,392 to date No. of Leaner/Hanger Trees: 223,267 to date No. of Debris Removal/Reduction Contractors: 1 No. of SRI Project Staff: 1,515 No. of Load Tickets: 61,751 to date No. of Trucks: 1,003 No. of DMS: 60 No. of Residential Drop Offs: 0	Reference: Mr. Rhett Desselle, P.E., District 8 Assistant District Administrator of Operations 1201 Capital Access Road Baton Rouge, Louisiana 70804-9245 (318) 561-5102 RhettDesselle@dotd.la.gov

Client: City of Conroe, Texas Event: Hurricane Ike (FEMA-1791-DR-TX) Project Name: City of Conroe Debris Management Services	
Project Dates: September 2008 — November 2008 Total Debris Removal Costs: \$650,000 Total Monitoring Costs: \$167,890 Approximate Number of Cubic Yards: 54,162 No. of Leaner/Hanger Trees: 0 No. of Debris Removal/Reduction Contractors: 3 No. of SRI Project Staff: 20 No. of Trucks: No. of Load Tickets: N/A – force account labor No. of DMS: 1 No. of Residential Drop Offs: 0	Reference: Mr. Dean Towery, Public Works Director 401 Sgt. Ed Holcomb Boulevard Conroe, Texas 77305 (936) 522-3831 dtowers@cityofconroe.org

Client: LaFourche, Parish, Louisiana Event: Hurricane Gustav (FEMA-1786-DR-LA) and Hurricane Ike (FEMA-1792-DR-LA) Project Name: Monitoring of Disaster Generated Debris Removal, Management and Technical Assistance	
Project Dates: September 2008 — Ongoing Total Debris Removal Costs: \$3,415,697 to date Total Monitoring Costs: \$1,458,707 to date Approximate Number of Cubic Yards: 272,550 to date No. of Leaner/Hanger Trees: 6,670 to date No. of Debris Removal Contractors: 1 No. of SRI Project Staff: 135 No. of Load Tickets: 7,871 No. of Trucks: 342 No. of TDSRS: 5 No. of Residential Drop Offs: 0	Reference: Mr. Jerome Danos Solid Waste Manager 402 Greene Street Thibodeaux, Louisiana 70302 (985) 637-5199 DanosJP@Lafourchegov.org

Client: Bibb County, Georgia
Event: Mother's Day Tornado (FEMA-1761-DR-GA)
Project Name: Monitoring of Debris Removal and Related Services

Project Dates: June 2008 - October 2008
Total Debris Removal Costs: \$868,806
Total Monitoring Costs: \$201,762
Approximate Number of Cubic Yards: 179,102
No. of Debris Removal/Reduction Contractors: 1
No. of SRI Project Staff: 35
No. of Load Tickets: 2,124 **No. of Trucks:** 15
No. of DMS: 1 **No. of Residential Drop Offs:** 0

Reference:

Mr. Ken Sheets
County Engineer
780 Third Street
Macon, Georgia 31201
(478) 621-6660
ksheets@co.bibb.ga.us

Client: City of Tulsa, Oklahoma
Event: Severe Winter Storms (FEMA-1735-DR-OK)
Project Name: Storm Debris Collection/Disposal Monitoring Services

Project Dates: January 2008 - September 2008
Total Debris Removal Costs: \$12,273,490
Total Monitoring Costs: \$3,256,581
Approximate Number of Cubic Yards: 2,670,030
No. of Debris Removal/Reduction Contractors: 2
No. of SRI Project Staff: 181
No. of Load Tickets: 64,642 **No. of Trucks:** 328
No. of DMS: 3 **No. of Residential Drop Offs:** 0

Reference:

Mr. Paul Strizek
Planning and Contracts Coordinator
707 South Houston Avenue
Tulsa, Oklahoma 74127
(918) 596-9716
pstrizek@ci.tulsa.ok.us

Client: Collier County (Florida) Solid Waste Management Department
Event: Hurricane Wilma (FEMA-1609-DR-FL)
**Project Name: FEMA Acceptable Monitoring of Disaster Generated Debris,
Debris Management and Public Assistance Technical Assistance**

Project Dates: October 2005 - April 2006
Total Debris Removal Costs: \$32,000,000
Total Monitoring Costs: \$5,000,000
Approximate Number of Cubic Yards: 1,200,000
No. of Debris Removal Contractors: 1
No. of SRI Project Staff: 172
No. of Load Tickets: 34,180 **No. of Trucks:** 271
No. of TDSRS: 4 **No. of Residential Drop Offs:** 0

Reference:

Mr. Dan Rodriguez
Director of Solid Waste
3301 Tamiami Trail East, Bldg. H
Naples, Florida 34112
(239) 732-2508
DanRodriguez@colliergov.net

Client: Charlotte County (Florida) Environmental Services Department
Events: Hurricanes Charley (FEMA-1539-DR-FL) and Ivan (FEMA-1551-DR-FL)
Project Name: Post-Disaster Debris Management and Monitoring Services

Project Dates: August 2004 - June 2005
Total Debris Removal Costs: \$55,000,000
Total Monitoring Costs: \$2,783,460
Approximate Number of Cubic Yards: 1,900,000
No. of Debris Removal Contractors: 1
No. of SRI Project Staff: 38
No. of Load Tickets: 51,000 **No. of Trucks:** 700
No. of TDSRS: 3 **No. of Residential Drop Offs:** 3

Reference:

Mr. Jim Thomson
 Director of Environmental Services
 25550 Harbor View Rd. Suite #2
 Port Charlotte, FL 33980-2503
 (941) 764-4380
 Jim.Thomson@charlottefl.com

Client: Lee County (Florida) Solid Waste Department
Event: Hurricane Wilma (FEMA-1609-DR-FL)
Project Name: Post-Debris Removal Monitoring Services

Project Dates: October 2005 - February 2006
Total Debris Removal Costs: \$10,050,051
Total Monitoring Costs: \$955,491
Approximate Number of Cubic Yards: 500,000
No. of Debris Removal Contractors: 1
No. of SRI Project Staff: 60
No. of Load Tickets: 15,000 **No. of Trucks:** 150
No. of TDSRS: 5 **No. of Residential Drop Offs:** 1

Reference:

Mr. Jason Fournier
 Solid Waste Coordinator
 10500 Buckingham Road
 Fort Myers, Florida 33905
 (239) 338-3302
 fournija@leegov.com

Client: Palm Beach County (Florida) Solid Waste Authority
Events: Hurricanes Frances (FEMA-1545-DR-FL) and Jeanne (FEMA-1561-DR-FL)
Project Name: Post-Disaster Debris Management and Monitoring Services

Project Dates: August 2004 - June 2005
Total Debris Removal Costs: \$60,000,000
Total Monitoring Costs: \$4,052,505
Approximate Number of Cubic Yards: 3,500,000
No. of Debris Removal Contractors: 5
No. of SRI Project Staff: 140
No. of Load Tickets: 115,000 **No. of Trucks:** 1,500
No. of TDSRS: 10 **No. of Residential Drop Offs:** 3

Reference:

Mr. John Archambo
 Director of Customer Information Services
 7501 North Jog Road
 West Palm Beach, Florida 33412
 Tel: (561) 697-2700 ext. 4725
 jarchambo@swa.org

Client: Hillsborough County (Florida) Solid Waste Management
Events: Hurricanes Charley (FEMA-1539-DR-FL), Frances (FEMA-1545-DR-FL) and Jeanne (FEMA-1561-DR-FL)
Project Name: Professional Engineering Services for Debris Management

Project Dates: August 2004 - June 2005
Total Debris Removal: \$30,000,000
Amount of Contract: \$3,132,150
Approx. Cubic Yards: 1,000,000
No. of Debris Removal Contractors: 3
No. of SRI Project Staff: 120
No. of Load Tickets: 45,000 **No. of Trucks:** 1,100
No. of TDSRS: 5 **No. of Residential Drop Offs:** 22

Reference:

Mr. Christopher Snow
 Principal Planner
 Solid Waste Management
 601 E. Kennedy Blvd., 24th Floor
 Tampa, Florida 33601
 (813) 276-8408
 snowc@hillsboroughcounty.org

Client: Florida Department of Transportation

Events: Hurricanes Charley (FEMA-1539-DR-FL), Frances (FEMA-1545-DR-FL), Ivan (FEMA-1551-DR-FL), Jeanne (FEMA-1561-DR-FL), Dennis (FEMA-1595-DR-FL), Katrina (FEMA-1602-DR-FL), Rita (FEMA-3259-EM-FL), Wilma (FEMA-1609-DR-FL) and Groundhog Day Tornadoes (FEMA-1679-DR-FL)

Project Name: Emergency Management Services

No. of Solid Resources Project Staff: 43

Project Dates: October 2005 – Ongoing

Contract Amount: No budgetary cap, funding level is task-based

Reference: Jason Wheeler State Emergency Coordinating Officer 605 Suwannee Street, MS 53 Tallahassee, Florida 32399-0450 (850) 245-1505 jason.wheeler@dot.state.fl.us	Reference: Mr. Doug Wright Recovery Chief 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 (850) 413-9963 doug.wright@em.myflorida.gov
Task No. 1: Appeals Prepared 32 appeals with a value of \$28M. An additional 10 appeals totaling \$30M are in progress.	Task No. 2: Project Worksheets 171 Project Worksheets valued at over \$102M have been submitted to FEMA.
Task No. 3: Disaster Recovery Training 1.5 day training sessions on six topics to all Districts, Central Office and the Turnpike Enterprise. Participants received a course manual and an interactive PowerPoint presentation. Training has been expanded to local governmental applicants in 2007.	Task No. 4: FHWA-ER Program Audit Development and execution of an audit program that consists of reviewing \$500M in FHWA-ER program related costs that were associated with the 2004 hurricanes.
Task No. 5: DDIR/PW Comparison for Closeouts Completed a summary of spreadsheets identifying local applicants with outstanding DDIR and/or PW issues based on 2,189 PWs with a value of over \$2B.	Task No. 6: Detailed Damage Inspection Reports Assisted 38 local applicants with DDIRs valued at over \$50M. In process of assisting an additional 15 applicants.
Task No. 7: Summary of Documentation (SOD) Evaluation and submission of 27 SODs with a value of \$33M.	Task No. 8: Project Closeouts Identification of 41 projects that were prepared for the FEMA closeout process with a value of over \$40M.
Task No. 9: Hazard Mitigation Grant Program Allocations Review Review projects funded under the State of Florida's Hazard Mitigation Grant Program.	Task No. 10: Unidentified Emergency Work Identified and prepared Project Worksheets for over 150 projects valued at over \$50M for submission to FEMA.
Task No. 11: Quarterly Reports To date a total of 3,029 quarterly reports have been reconciled.	Task No. 12: Average Debris Collection Expenses by District/County Developed as a tool for estimating DDIR eligible debris costs for Category A Project Worksheets.

Below is the most recent letter of reference that Solid Resources, Inc. has received from a past client. Due to the page limitations in this proposal, additional letters of reference are provided in Tab 7 (Addenda and Appendices).



BOBBY JINDAL
GOVERNOR

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
District 08 / Gang 208**

12 Calvert Drive
Alexandria, La. 71303
Phone (318) 487-5717 Fax (318) 561-5214
www.dotd.la.gov



WILLIAM D. ANKNER, Ph.D.
SECRETARY

December 15, 2008

FEMA PROJECT NO. 737-98-0032 AND
FHWA PROJECT NO. 737-98-0033
DISTRICT 08 EMERGENCY CONTRACT
DEBRIS, REDUCTION AND
DISPOSAL FROM HURICANE GUSTAV

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Subject: LADOTD District 08 Hurricane Gustav Debris Removal

Dear Mr. Stankovich:

I would like to take this opportunity to express my appreciation for the services your company provided during the recent hurricane debris removal in Avoyelles and Rapides Parishes. I could not have asked for a more professional or knowledgeable group to assist us in monitoring our contractor's removal and reduction operations.

My office primarily handles oversight of highway construction projects. We have never been directly involved in a project of this nature. From Day One SRI provided the assistance we needed to ensure our contract was administered within the proper guidelines, optimizing our chances for 100% reimbursement from FEMA and FHWA. From the outstanding communication and work ethic demonstrated by your on-site project manager, to the technology that allowed us to rapidly address concerns from local municipalities, SRI never failed to provide service that was above and beyond what was expected. No request was too large or too small, and all were addressed in a timely and professional manner.

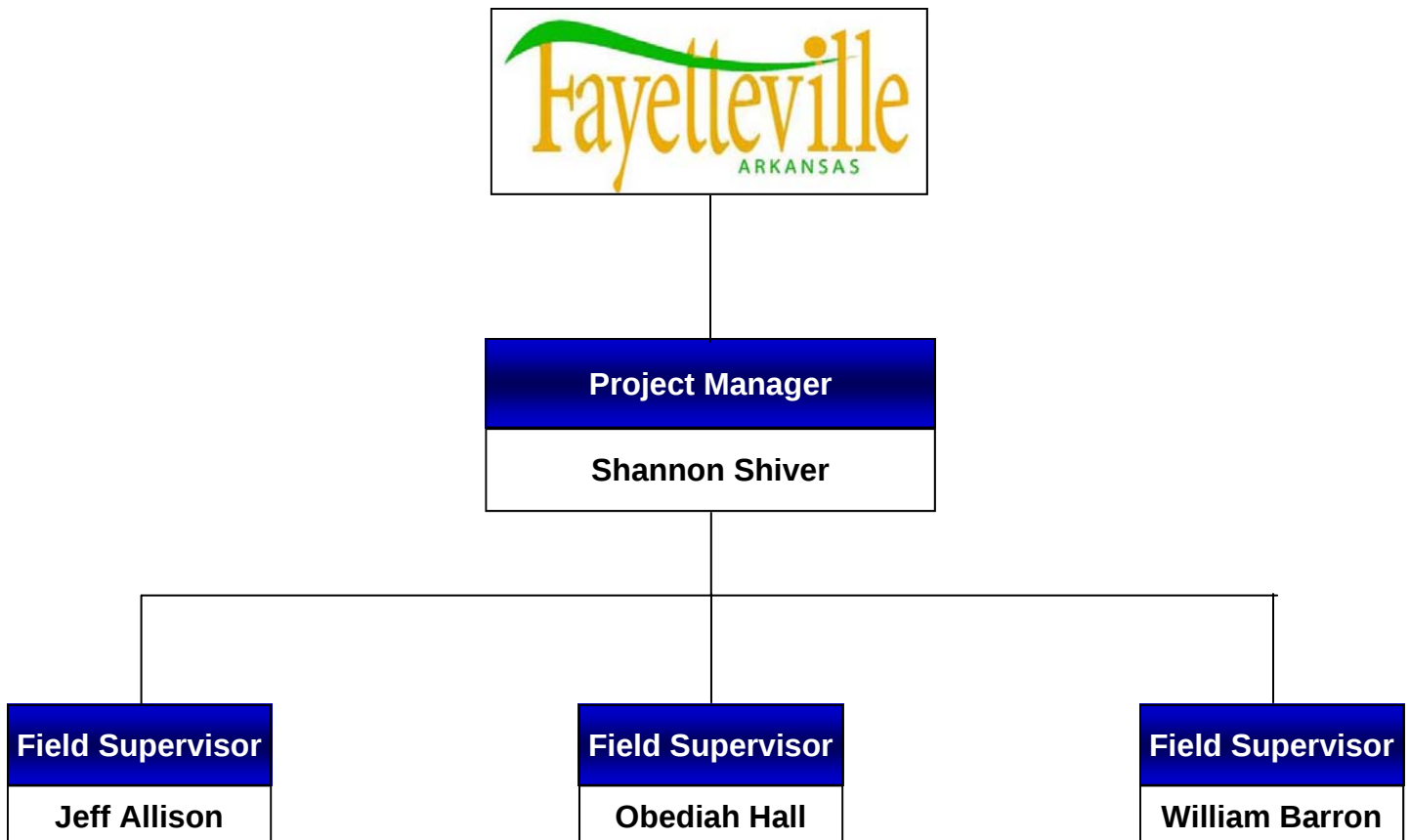
Again, thanks for a job well done!

Sincerely,

Troy Roussell, P.E.
Project Engineer
LA DOTD District 08 Alexandria

AN EQUAL OPPORTUNITY EMPLOYER
A DRUG-FREE WORKPLACE
02 53 2010

The schematic provided below illustrates the key members of the Solid Resources, Inc.'s (SRI) Disaster Debris Management Team that would be assigned to complete the City of Fayetteville's Storm Debris Monitoring Services project. All project personnel listed below are full-time employees of SRI and the business address for all staff is 2201 Cantu Court, Suite 119, Sarasota, Florida 34232-6260. The Project Manager will have full authority to act on behalf of SRI. Solid Resources, Inc. confirms that it will be ready to provide prompt commencement of services and complete the City of Fayetteville's Storm Debris Monitoring Services project within the required time frame.



Shannon Shiver, Project Manager

Ms. Shiver recently served as Operations Manager for the Louisiana Department of Transportation and Development debris monitoring project resulting from Hurricanes Gustav and Ike. She was directly responsible for the daily supervision of all activities of 10 Field Supervisors and 300 field monitors including but not limited to coordinating clean up efforts between hauling contractors and the LADOTD. Shannon's responsibilities also included generating accurate and detailed reports critical to identifying debris clearance progress.

Prior to her assignment in Louisiana, Ms. Shiver acted as the DMS Supervisor for the City of Tulsa, Oklahoma Ice Storm Debris Removal/Disposal Project DR1735. In this position, Shannon's responsibilities included the staffing and training of all DMS personnel. Each DMS acted as a temporary site in that all 2.5 million cubic yards of debris was ultimately ground into mulch and transported to several final disposal sites. Ms. Shiver also managed roving monitors responsible for documenting debris piles identified as hot spots. These hot spots were photographed and entered into the SRI Debris Tracker Database from which daily reports were generated and provided to the hauling contractor and Mayor's Action Center.

During 2007, Ms. Shiver supported the Florida Department of Transportation in its review of Federal Highways Administration-Emergency Relief program debris related expenses totaling more than \$600 million. This project included the development and execution of a review program that met the requirements of both FHWA and FDOT to ensure 2004 hurricane related FHWA Emergency Relief Program expenditures were in compliance with State and Federal requirements.

Prior to working with Solid Resources, Ms. Shiver was employed at the Florida Department of Community Affairs (DCA) as a community assistance consultant. At DCA, she was tasked with reviewing grant applications for economic development, neighborhood and commercial revitalization as well as affordable housing. In addition, Ms. Shiver provided technical assistance in the areas of citizen complaints; conflicts of interest; federal labor standards; contract amendments; compliance with federal and state procurement regulations; compliance with the National Environmental Policy Act and compliance with all contractual reporting and closeout requirements.

While at DCA, Ms. Shiver also managed Community Development Block Grants for communities impacted by the 2004 and 2005 hurricanes. This entailed reviewing required local policy plans to ensure compliance with state and federal regulations, reviewing construction and engineering plans and specifications for construction projects and bid documents to ensure adherence to application project description and contractual conditions and budget. She was also responsible for reviewing and approving payment requests prior to processing, conducting on-site and desk monitoring of funded projects in various categories (economic development, neighborhood revitalization, commercial revitalization, and affordable housing.)

Ms. Shiver completed a Bachelors' degree from Florida State University and also earned an Associate's degree from Tallahassee Community College.

Ms. Shiver has the following FEMA course certificates:

- IS-100
- IS-200
- IS-253
- IS-393
- IS-547
- IS-630
- IS-631
- Debris Management (G 202)

Ms. Shiver has worked on the following disasters:

- | | |
|--------|--------------|
| ■ 1539 | T.S. Bonnie |
| ■ 1539 | Charley |
| ■ 1545 | Frances |
| ■ 1551 | Ivan |
| ■ 1561 | Jeanne |
| ■ 1595 | Dennis |
| ■ 1602 | Katrina |
| ■ 1609 | Wilma |
| ■ 1735 | OK Ice Storm |
| ■ 1761 | GA Tornadoes |
| ■ 1785 | T.S. Fay |
| ■ 1786 | Gustav |
| ■ 1792 | Ike |



Jeff Allison, Field Supervisor

Mr. Allison recently served as the Project Manager for the Louisiana Department of Transportation and Development's (District 7) disaster debris removal monitoring project following Hurricane Ike. In this position, Mr. Allison oversaw the removal of 15,000 cubic yards of disaster generated debris. Prior to this assignment, as a member of the SRI Disaster Debris Management Team, he worked as an Operations Manager while training as Project Manager during a project resulting from several tornados in Bibb County, GA.

Mr. Allison was employed for over five years as a Finance and Sales Manager of the second largest Chrysler, Jeep, Dodge dealer in Oklahoma. In this position he was responsible for training and managing up to 30 employees. As Finance Manager, Mr. Allison increased the back-end profit of the dealership by 50%.

Mr. Allison earned his Associate of Arts Degree in Liberal Arts and has been working in the Financial & Management industry prior to being employed by Solid Resources. While attending college, Mr. Allison worked as a supervisor at United Parcel Service. While employed at UPS, he was trained in many aspects of the business and held several different positions. Jeff was co-chair of the safety committee and was responsible for training and managing up to 50 employees. He was also responsible for monitoring and maintaining the package tracking database. Another of the many positions held at UPS was in the Accounting and Finance department, where he managed several audit employees on multiple shifts.

Prior to working at United Parcel Service, Mr. Allison held several other management positions at various companies, including:

- WEST Corporation / America Online
- Mortgage Broker Network Group
- Little Caesar's Pizza

While in college, Mr. Allison was listed on the Dean's Honor Roll as well as the President's Honor Roll. His major course of study at the University of Arkansas was Biology/Pre-medical and he also studied Management Information Systems at Oklahoma State University.



Mr. Allison has worked on the following disasters:

- 1735 OK Ice Storm
- 1761 GA Tornadoes
- 1786 Gustav
- 1792 Ike



Obediah Hall, Field Supervisor

Mr. Hall recently served Solid Resources (SRI) as a Field Supervisor for Louisiana Department of Transportation and Development's (LA DOTD) District 61 debris monitoring project in the State of Louisiana. In this position, Mr. Hall was responsible for the oversight of up to 25 monitors on a daily basis. Mr. Hall went above and beyond by taking the time to personally train monitors and constantly providing support in the field. In this position, he took the lead in the Road Certification program, supervising a crew of up to 25 monitors. Leading this team, he was responsible for training monitors in identifying hazardous leaning trees and hanging limbs, identifying construction and demolition debris, determining debris eligibility, estimating cubic yards remaining on each route, and updating a maps and spreadsheets daily to report to LA DOTD.

Prior to working with SRI, Mr. Hall worked with the Florida Department of Revenue's Florida Reserve for 3 years as a Supervisor. This position has given him the ability to work in a highly stressful, fast-paced environment. Mr. Hall had numerous duties including managing the sorting of mail according to address, mailing center, etc., weighing mail and computing postage, maintaining records of incoming and outgoing mail, and completing meter machine reports.

While employed with the State of Florida, Mr. Hall was also employed at a national video rental chain for 6 years as a Manager. His job responsibilities included preparing the staff schedule and maintaining an accurate inventory. After 2 years, he was promoted to On Site Manager and took on additional responsibilities including supervising employees and preparing daily and monthly revenue reports.

Mr. Hall possesses excellent customer service and computer knowledge skills. He has the ability to work independently, interact with a wide range of people, manage time efficiently, and problem solve. Mr. Hall cultivated a relationship with clients and colleagues in order to support the corporate goals of profitable growth. He is informative, detail oriented, and able to execute multiple tasks simultaneously.

In addition, Mr. Hall has acted as Site Foreman for multiple landscaping companies in the State of Florida. He has been tasked with scheduling employees work hours, reviewing contracts, interacting with clients, and assuring that contractual obligations were fulfilled. Site Foreman –schedule work, reviewed contracts, interacted with clients, both commercial and private. Mr. Hall has also been responsible for monitoring compliance with OSHA regulations.

Mr. Hall attended Harding University in Arkansas, studying Bible & Ministry. He has also attended Bainbridge Community College, where he studied business management.

Mr. Hall has the following FEMA course certificates:

- IS-630
- IS-631
- IS-632

Mr. Hall has worked on the following disasters:

- 1735 OK Ice Storm
- 1761 GA Tornadoes
- 1786 Gustav
- 1792 Ike



William Joel Barron Jr., Field Supervisor

Mr. Barron recently served as Solid Resources, Inc.'s (SRI) Operations Manager for Louisiana Department of Transportation and Development's (LA DOTD) District 61 debris monitoring project. In this position, he has managed the monitoring of over 151,000 cubic yards of debris collection and more than 4,837 leaners/hangers cut. His role involved ensuring accurate recordkeeping for debris collection and monitoring services to maximize FEMA reimbursement, conducting daily meetings with the debris contractor to ensure collection operations met contractual obligations, and overseeing the preparation of daily status reports.

Prior to working in District 61, Mr. Barron held the position of Field Supervisor for LA DOTD's District 8 debris monitoring project, where he excelled and was promoted to Operations Manager. His duties as Field Supervisor included overseeing truck certifications, debris management site operations and the stump removal program, supervising load ticket completion, managing teams of monitors and tracking the cumulative volume of debris removed and reduced.

Prior to this assignment Mr. Barron worked with Solid Resources, Inc. as a Field Supervisor in Tulsa, Oklahoma for the December 2007 ice storm. Prior to this assignment, Mr. Barron served his country in the military for twenty-two years, receiving numerous awards and medals including three Meritorious Service Medals.

Mr. Barron's military service lasted from July 1965 through May 1987. His last assignment was as a Quality Assurance Inspector for the United States Army Finance and Accounting Center, ensuring that all rules and regulations were being followed. Prior to this assignment, he served with the United State Army Commissary at Fort Wainwright, Alaska as a WL 5 Work Leader/Supervisor.

Mr. Barron has worked on the following disasters:

- 1735 OK Ice Storm
- 1786 Gustav
- 1792 Ike



Solid Resources, Inc. (SRI) has carefully reviewed the Scope of Services provided in the Request for Proposal for the City of Fayetteville's Storm Debris Monitoring Services project. All debris removal and monitoring operations will be conducted in full compliance with the all rules and regulations of the Occupational Health and Safety Standards as published by the Occupational Safety and Health Administration (OSHA), U.S. Department of Labor. In addition, the firm will also ensure that the debris removal, reduction and disposal operations follow all established policies and procedures required by FEMA and the Federal Highways Administration (FHWA) to ensure successful financial reimbursements from these funding agencies.

In every contract, establishing procedures for communication, planning, performance monitoring, quality and cost control have proven key to a project's success. SRI is able to provide superior services by assessing and evaluating each client's unique pre- and post-disaster situation by reviewing details into debris collection, communications, contracts, regulations and operational procedures.

The SRI Disaster Debris Management Team is experienced with all facets of debris planning, mitigation, response and recovery and is prepared to provide the City of Fayetteville with comprehensive debris management and monitoring services. The first step to any new project is to review the services the client expects and to make recommendations on what is needed pre-disaster, as well as after the storm. SRI personnel will review load ticket protocol, collection vehicle standards and compliance factors, debris zone maps and procedures, reporting and documentation requirements, review data reporting templates, discuss Debris Management Site preparations and review current FEMA debris eligibility criteria and policy matters, among other vital tasks.

Solid Resources, Inc. will supply management and supervisory staff utilizing full-time, permanent employees. Debris monitors and data entry positions will be filled by temporary employees (City of Fayetteville residents) or who served as SRI monitoring staff during our recent projects in Louisiana and Texas. In every debris management contract completed by SRI, the vast majority of field and DMS monitors are local residents, in order to provide the highest level of economic benefits to the community affected by the disaster. Additionally, SRI will secure office space within the City of Fayetteville, which will serve as a daily staging area for all supervisory staff and monitors.

All monitors will complete a minimum of 4 hours of training in conjunction with FEMA staff to ensure that all monitoring staff are fully informed of any Disaster Specific Guidance (DSG) documents that have been issued for the declared disaster and that all requirements of the FEMA Debris Management Guide (FEMA 325) are followed.

All supervisory staff will coordinate with FEMA staff will work with both FEMA and FHWA staff to the greatest extent possible to pre-validate all leaner/hazardous trees and all other special debris types such as household chemical wastes and hazardous stumps.

The SRI Disaster Debris Management Team includes professionals experienced and trained in debris removal and disposal monitoring and staffing DMS and final disposal sites for federally declared disasters. They have knowledge of FEMA and FHWA requirements including identifying, qualifying, tracking, record keeping and reporting procedures for debris removal operations. The team is also trained in safety and communication procedures.

The SRI Project Manager will initiate oversight of the activities of the debris removal contractor. The SRI Disaster Debris Management Team provides scalability, crew oversight, a successful project management structure with a cohesive organizational framework and immediate responsiveness; providing complete post-disaster coverage, flexibility and independence to serve the City of Fayetteville's debris removal and disposal monitoring needs.

Below and on the following pages, the processes, technical approach and services that will be provided to the City of Fayetteville to support its Storm Debris Monitoring Services project are outlined.

Equipment Certification

The measurement, certification and placarding of the debris removal contractor's trucks and other equipment will begin as soon as the machinery has been mobilized to the City of Fayetteville. Solid Resources, Inc. will initiate the truck certification program in coordination with the debris removal contractor to accurately measure the volumetric capacity of each truck. SRI can supply certification forms which include the latest FEMA guidelines for measuring and calculating the volumetric capacity of debris removal trucks (Tab 7, Appendices). We will photograph each truck, attach a certification placard to it, and inspect the trucks to make sure they comply with all local, State and Federal safety standards. SRI also will periodically spot check and re-certify trucks in order to prevent alteration of the capacity of the trucks by subcontractors post-certification.

Debris Management Sites (DMS) and Fixed Site Debris Monitors

As required, Solid Resources, Inc. (SRI) will assist the City of Fayetteville with selecting, evaluating and obtaining approval for DMS in accordance with the requirements of both FEMA and the Federal Highways Administration.

Debris management site and final disposal site monitoring services include:

- Provide Fixed Site Debris Monitors, supervisory and quality control personnel;
- Verify each truck that delivers debris to the DMS matches its manifest load ticket including truck number, type of debris and truck volume;
- Accurately complete and sign each load ticket before permitting a truck to proceed from the check-in/inspection area to the tipping area;
- Ensure that each truck bed has been fully emptied prior to departure from the DMS or final disposal site;
- Maintain accurate daily logs of tickets inventoried and/or voided;
- Perform quality control and assurance checks on all load tickets; and
- Immediately contact Field Debris Monitors and Field Supervisors when errors are detected at the DMS, in order to promptly remedy the errors and maintain satisfactory field monitor performance.

Damage Claims Reporting

SRI will assist the City of Fayetteville in the establishment of a Contractor Damage Reporting and Remediation Program. Our monitors are trained to document and immediately report any damages that occur during the removal of debris. Each incident is documented with photographs, logged on field reports and called into Field Supervisors, who in turn alert the debris removal contractor and the City of Fayetteville to the incident. A report of each incident will be given to the City of Fayetteville and the debris removal contractor; and Field Supervisors will follow up to verify that remedial action was taken by the contractor in an appropriate timeframe. In addition, SRI will establish a telephone claim reporting system for the use of residents in order to ensure that all damages sustained during the debris collection and removal operation are resolved promptly.

Daily Meetings

SRI will facilitate daily meetings between the City of Fayetteville, SRI staff and the debris removal contractors' management staff to coordinate efforts, resolve problematic issues and make any adjustments required.

Debris Mapping

SRI monitors and Field Supervisors facilitate the debris removal program by mapping out where debris remains, locating ‘hot spots’ for immediate collection, marking ineligible debris piles and tracking progress for pass completions and debris removal zone closures. This information can be used by the City of Fayetteville staff to track progress and provide updates to the media and the public. Our mapping services incorporate state of the art technology and can be tailored to any specifications requested by the City of Fayetteville.

Documentation of All Debris Removal Activities

All data collected from the field, including field debris monitor logs, debris site tower logs, Field Supervisors logs, all photographs, damage claim forms and any other documentation will be digitally scanned and filed to assist the City of Fayetteville with all financial reimbursement requests to federal funding agencies.

Special Debris Assistance

Certain types of hazardous debris, such as hanging tree limbs, leaning trees and tree stumps require special validation and documentation procedures in order to be eligible for cost reimbursement from FEMA and FHWA. SRI personnel are experienced in these procedures and employ the latest FEMA methodologies and guidelines to ensure maximum cost reimbursements to our clients. SRI also has extensive familiarity with administering the removal of storm debris from private roads and gated communities, Right-of-Entry programs and can guide our clients through the often complex maze of gaining FEMA authorization to collect and dispose of disaster related debris from these locations.

Ineligible Debris Notification

SRI is also prepared to initiate a program of notification and documentation of all ineligible debris in a collection area. Monitors and Field Supervisors will document, photograph, map and mark ineligible debris, providing detailed reasoning for its ineligibility, and if requested may place ‘door hanger’ notification of the ineligible debris at the residence in conjunction with the Field Supervisors.

Field Supervisors

SRI will provide the City of Fayetteville with experienced Field Supervisors to oversee and coordinate the activities of all Field Debris and Fixed Site Monitors. These supervisory staff will provide the following services:

- Organize the daily activities between SRI monitors and the debris removal contractor;
- Assist in setting up the DMS sites;
- Compile all necessary and requested reports from the field;
- Coordinate and manage the mapping of debris collection activities;
- Document, report and track damages caused by debris removal contractor crews;
- Respond to any issues regarding complaints, damages, accidents or incidents involving SRI or debris removal contractors’ personnel and ensure that they are fully documented and reported to the City of Fayetteville;
- Ensure that all monitors and the debris removal contractor crews maintain positive public relations and that all citizen complaints are followed up on and resolutions achieved in an appropriate timeframe; and
- Ensure that first pass debris collection from FHWA-ER eligible roads is documented accurately.

Field Debris Monitoring

SRI will perform on-site, street-level work area inspection and documentation of the debris cleanup and collection crews. SRI will provide an adequate number of Field Debris Monitors to inspect and control debris removal (dependent on the severity of the event) utilizing load tickets, field logs and other documentation as required. Field debris monitoring services include:

- Provide Field Debris Monitors for each debris removal crew;
- Monitoring the daily debris removal activity of trucks and other equipment;
- Issue load tickets at loading sites for each load. (SRI maintains more than 2,000 handheld Garmin eTrex Legend GPS receivers and 2,000 Kodak Easy Share digital cameras for use by field monitoring staff). All load tickets will include GPS coordinates and corresponding JPEG (digital picture file) of each debris collection site. Images of tickets and corresponding photographs can be viewed from SRI Debris Tracker Database.);
- Properly monitor and record performance and productivity of debris removal crews;
- Verify and sign each load ticket, certifying that truck is fully loaded with eligible debris before allowing truck to proceed to a DMS or final disposal site;
- Survey and record the ‘special needs’ areas in which larger items such as tree stumps and root balls, hazard trees, leaners and hangers, hazardous materials, construction and demolition debris that require specialized removal equipment and documentation; and
- Verify all debris collected is eligible in accordance with FEMA Publication No. 325;
- Ensure hazardous wastes are not mixed in loads;
- Ensure debris removal contractors do not remove debris from private property with proper authority and without a Right of Entry/Hold Harmless Agreement signed by the property owner(s);
- Identify, document, and report any damages to private property caused by the debris removal contractor or monitoring firm;
- If debris removal contractor is required to segregate debris at collections site by type, field monitor will ensure mixed piles are not loaded.

Data Management and Reporting

As fieldwork is completed, SRI will produce, collect, and organize all paperwork such as load tickets and field logs and then enter all data into SRI’s proprietary Debris Tracker database on a daily basis. All paperwork will be scanned into digital format for archival purposes. SRI will implement and maintain the Debris Tracker database that is self-reconciling, provides quality assurance/quality control as well as its unique capabilities to:

- Ensures proper storage and organization of debris collection debris data;
- Links load tickets to any parameter – contractors, trucks, DMS information, etc.;
- Streamlines record reconciliation of each load of eligible debris; and
- Provides daily, weekly, monthly and project-wide customized reports as required by the City of Fayetteville’s Debris Manager showing recovery status, schedule updates, and project completion forecasts.

The main menu utilized by the Solid Resources, Inc. proprietary Debris Tracking software is illustrated below.

Reference Data Maintenance	Data Entry	Activities and Estimates	Reports
Employees/Monitors	Load Tickets	Contract Activities	Load Ticket and Work Hour Reports
Drivers	Load Ticket Images	District Activities	Action/Incident Reports
Vehicles/Trucks	Action Items/Incidents	Zone Activities	Activity Reports
Roads	Action Items/Incidents - Dup. Address/GPS	Debris Estimates	
System Table Maintenance	Roster/Work Hours		

Version 4.45 Updated 3/10/08

All daily load tickets are entered into the database within 24 hours as shown below:

Ticket Data

Collection: [Dropdown] Type: [Dropdown] Number: 487956 Contract: District 7 - 700-97-0003

Load Dt: 11/7/2008

Truck: 07047015 - 54 CY - Kenneth Johnson Capacity: 54 Load CY: 43.20 Load %: 80.00 Unused: 10.8 Deduct: 0.0 Final CY: 43.2

Driver: Johnson, Kenneth InsertBy: brendan InsertDt: 11/7/2008 7:06:24

Debris: Mulchable/Burnable/Woody LastModBy: brendan LastModDt: 11/7/2008 7:08:14

Addr/Rd or Site From: I-10 Crossroad: [Dropdown]

Zone: Calcasieu - Dis Drop Site: McManus

Time: 12:52 PM Monitor: 3127 Menard, Debra Load: [Dropdown]

Drop: 1:23 PM 3500 Campbell, John Dump Dt: 11/7/2008

Misc Ticket Data

Task Owner: FHWA Ticket Comments: [Text Area] Status: Entry Complete Rev Rsn: [Dropdown] QA Comp: [Checkbox] Review Comments: [Text Area]

General Ticket Information (Left Section):

450-91 AES-DM-12-FORM # 487956
Client Name: LADDER/CA/Calcasieu
Applicant Name: FHWA
Truck #: 07047015 Date: 11/7/08
Loading Location: I-10 mm 17
Loading Time: 12:52 am (pm) Capacity: 54 CY
AES Inspector Name (print): STEVE JOHNSON
AES Inspector Signature: [Signature]
Government Inspector Name (print): [Signature]
Government Inspector Signature: [Signature]

DEBRIS PICK-UP SITE

Arrival Time: 1:23 am (pm) Date: 11/7/08
Site #: DS-07 002
Site Location: McManus 80%
Load Quantity: 43.20 C/Y TONS
Debris Type: [X] Vegetative [] C&D [] White Goods [] Other

DEBRIS STAGING / REDUCTION / DISPOSAL SITE

Arrival Time: 1:23 am (pm) Date: 11/7/08
Site #: DS-07 002
Site Location: McManus 80%
Load Quantity: 43.20 C/Y TONS
Debris Type: [X] Vegetative [] C&D [] White Goods [] Other

AES Inspector Name (print): OLAF SHREVE
AES Inspector Signature: [Signature]
Government Inspector Name (print): JOHN P. CAMPBELL
Government Inspector Signature: [Signature]

White AES: Green Attach to Government Inspector, Canopy kept by Government Inspector in Tower;
Pink: Subcontractor's Invoice to AES; Gold/Red: kept by Government Inspector at Pick-up Site

All special debris types (leaning tree, hanging branches and stump removal are also entered onto the database:

Incident Images and Data

Unified Recovery Group, LLC
7062 OSB Avenue, Baton Rouge, LA, 70805

FEMA Debris

Contract No: **128053**

Incident Dt: **10-6-08** Time: **3:07 PM**

Address: **LA 452**

Crossroad: **LA 452**

Resident: **LA 452**

Task Owner: **FEMA**

Monitor: **08013 Wilkins, Jody**

Supervisor: **BT-005**

Crew Info: **BT-005**

Incident Details: **BT-005**

Hauler Notified By: **BT-005**

Target Dt: **BT-005**

Approved Dt: **BT-005**

Followup/Remed Details: **BT-005**

Incident Data

Status Dt: **10/7/2008** Status: **Open** Contract: **1**

Type: **Leaner/Hanger** Incident: **128053**

Incident Dt: **10/6/2008** Time: **3:07 PM** Site: **LA 452** Zone: **Avoyelles - DOTD-111**

Address: **LA 452** GPS1: **N31 09.306**

Crossroad: **LA 452** GPS2: **W092 03.241**

Resident: **LA 452** Resident Info: **LA 452** Task Owner: **FEMA**

Monitor: **08013 Wilkins, Jody** Damage: **BT-005 - 0 CY - Clemmons T**

Supervisor: **BT-005** Truck: **BT-005 - 0 CY - Clemmons T**

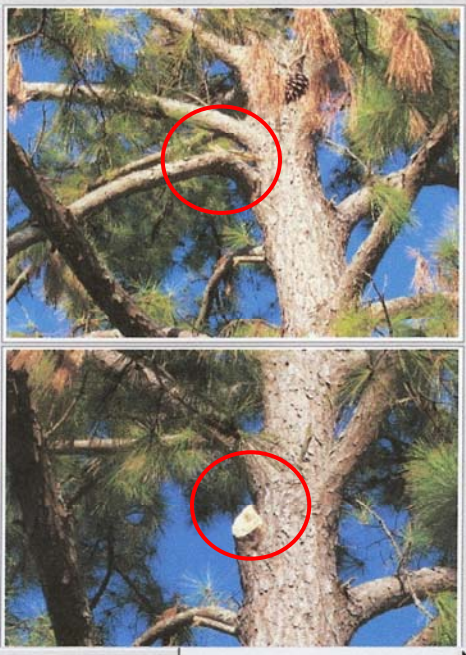
Crew Info: **BT-005** InsetBy: **BT-005**

Incident Details: **BT-005** InsetDt: **10/7/2008 7:12:23**

Hauler Notified By: **BT-005** Notif Dt: **10/7/2008 7:14:07**

Target Dt: **BT-005** Approved Dt: **BT-005**

Followup/Remed Details: **BT-005**



Record: **14** of **1** (Filtered)

Form View

FLTR

Sample Report - Reports will be customized to meet the requirements of the City of Fayetteville.

Load Tickets by Drop Site		SOLID RESOURCES INC ENVIRONMENTAL & EMERGENCY SERVICES City of Tulsa - 1735 DR - Contract 26331					
Load Type: Collection		Daily Totals From 1/28/2008 - 1/30/2008					
		Tickets	Stumps	Capacity CY	Load CY	Pct	Trucks
Johnson							
	2008 01/28	513	0	27,112	22,421	82.7%	88
	2008 01/29	575	0	30,206	26,393	87.4%	78
	2008 01/30	534	0	28,399	23,881	84.1%	82
Latimer							
	2008 01/28	600	0	32,430	26,737	82.4%	108
	2008 01/29	690	0	36,812	31,505	85.6%	91
	2008 01/30	654	0	35,278	29,186	82.7%	95
Mohawk							
	2008 01/28	230	0	11,453	9,508	83.0%	43
	2008 01/29	152	0	7,615	6,205	81.5%	22
	2008 01/30	199	0	9,822	8,405	85.6%	30
Report Total		4,147	0	219,127	184,241	84.1%	

Complete Reconciliation and Final Payment Overview

- After the debris removal contractor provides responses to reported discrepancies, a report is prepared describing the resolution of each discrepancy.
- SRI coordinates with the City of Fayetteville to resolve any outstanding issues with the debris removal contractor.
- Invoice allocations are reviewed to verify department/area charged.
- A final Quality Control Review is conducted.
- An Invoice Closure report is prepared, including recommendation for final payment including retainage, and this report is delivered (along with invoice backup) to the City of Fayetteville.
- Backup of supporting electronic data is taken from the SRI Debris Tracker database.
- The Invoice File Folder is reviewed to verify completeness of records.

Invoice Processing and Reconciliation Services

SRI's Invoice Reconciliation Process is designed to:

- Ensure 100% accuracy of all debris removal contractor billing, and elimination of duplicate charges;
- Ensure that all billed items are authorized and within the contracted scope-of-work;
- Provide efficient handling of any reconciliation issues; and
- Ensure total collaboration with the City of Fayetteville's finance and accounting staff.

Invoice Reconciliation Process for Initial Payment Approval

- All contractor invoices received are date/time stamped, a hard copy file folder is created, an electronic record of the invoice is created and the invoice will also be scanned for digital storage.
- Invoices are reviewed to ensure that all required information is present and that all work is within the contracted scope-of-work.
- If information is missing, the debris removal contractor is advised that the invoice will be held pending receipt of the missing information.
- Supporting details, such as load tickets are electronically matched to identify and create a report of duplicates, overcharges and other discrepancies.
- Costs, invoices and supporting documentation are reviewed and compared against original Work Orders to ensure accuracy. A quality review of the documents is completed by our Billing/Invoicing Analyst.
- An invoice pre-approval summary report is prepared, including any retainage and submitted to the City of Fayetteville.
- The target dates for invoice initial payment approval and reconciliation are established based on applicable payment terms and monitored to ensure completion in an adequate timeframe.
- A Pre-Approval Payment Report is provided to the City of Fayetteville.
- The debris removal contractor is provided a detailed discrepancy report in addition to the amount of the partial payment for the invoice.

City of Fayetteville
Statement of Disclosure (to be submitted with all Proposals)

This page does not count towards page limitations set forth in this request for proposal.

DISCLOSURE STATEMENT:

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Gary J. Stankovich

Printed Name



Signature

February 13, 2009

Date

Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Gary J. Stankovich, President

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

February 13, 2009

Date

City of Fayetteville

Proposer Primary Contact Information – *TO BE SUBMITTED WITH ALL PROPOSALS*

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. Proposer's primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Monday, February 16, 2009, through Friday, February 20, 2009.**

PART I: Primary Contact Information:

Name of Firm: Solid Resources, Inc.

Name of Primary Contact: Gary J. Stankovich

Title of Primary Contact: President

Phone#1 (cell preferred): (714) 307-3778 Phone#2: (941) 379-8100

E-Mail Address: gstankovich@solid-resources.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part I) able to legally bind contracts? **YES** NO (circle one)

If no, please list contact that can legally bind a contract for the firm: Not applicable

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Proposer submitting this **PROPOSAL** is:

☒ A Corporation, incorporated in the State of Florida

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

General Contractor (Firm Name)

Signed By

Title

Date

Address

Telephone Number & Fax

Contractor's License Number

SECTION 00311

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The undersigned **PROPOSER** proposes and agrees, if this **PROPOSAL** is accepted, to use the following proposed subcontractors on this **Work**: Solid Resources, Inc. does not intend to use any subcontractors

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

The undersigned **PROPOSER** agrees that sixty percent (60%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: February 13, 2009 _____

Signed:  _____

SECTION 00312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Solid Resources, Inc. as Principal, and
Roanoke Trading and Navigators as Surety, are
hereby held and firmly bound unto the City of Fayetteville, hereinafter called the OWNER in the
penal sum of \$1,304,160.00 for payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Fayetteville a certain PROPOSAL, attached hereto and hereby made a part hereof to
enter into a contract in writing, for Project Storm Debris Monitoring Services, RFP 09-05

NOW, THEREFORE,

- (a) If said PROPOSAL shall be rejected, or
- (b) If said PROPOSAL shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said PROPOSAL) and shall furnish a BOND for his
faithful performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said PROPOSAL, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this 17th day of February, 2009.

Gary J. Stankovich



(Principal)

Roanoke Trading and Navigators

(Surety)

By: Jared C. George

END OF SECTION 00312

SECTION 00310

PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306113 W. MOUNTAINFAYETTEVILLE, AR 72701DATE: February 17, 2009 at 11:00 a.m. LOCAL TIMEProposal of: Solid Resources, Inc.Address: 2201 Cantu Court, Suite 119Sarasota, FL 34232-6254Proposal For: STORM DEBRIS MONITORING SERVICES

Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

Proposer will complete the Work for the unit prices as listed in the Proposal Form.Total Base Proposal as outlined on **Proposal Form:**

One million, three hundred four thousand,
one hundred sixty dollars.

Amount in Words\$ 1,304,160.00**Figures**

Estimate of hours by position to monitor removal of 420,000 cubic yards of debris:

<u>Item</u>	<u>Position</u>	<u>Hours</u>	-	<u>Hourly Rates</u>	-	<u>Estimated # Required</u>
1	Fixed Site/Tower Debris Monitors	3,600		\$35.00		\$126,000.00
2	Field Debris Monitors/Truck Certified	21,600		\$35.00		\$756,000.00
3	Senior Technician / Field Supervisor / Emergency Operation Manager	3,360		\$61.00		\$204,960.00
4	Clerical/Data Entry/Communications	3,480		\$26.00		\$90,480.00
5	Project Manager	1,920		\$66.00		\$126,720.00

Total Estimated Cost: \$1,304,160.00

Estimated number of hours for clerical/data entry for removal of 420,000 cubic yards: 3,480

Estimate of any additional anticipated expenses: Hourly rates are fully burdened.

An explanation of any additional anticipated expenses must be included in the proposal.

The undersigned **Proposer** proposes and agrees, if this Proposal is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **Proposer** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

Proposer accepts all of the terms and conditions of the **Information for Proposers**, including without limitation those dealing with the disposition of **PROPOSAL SECURITY**. This **PROPOSAL** will remain open for sixty (60) days after the day of **PROPOSAL Opening**. **Proposer** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **PROPOSAL**, **Proposer** represents, as more fully set forth in the **Agreement**, that **Proposer** has examined all **CONTRACT DOCUMENTS** (including but not limited to **Advertisement, Invitation to Propose and the Information for Proposers**) and the following **ADDENDA**: Addendum #1-Changes the RFP due date and time to 11:00 AM February 17, 2009

Addendum #2-Changes certain paragraphs in RFP

Addendum #3-Changes the RFP due date and time to 2:00 PM February 17, 2009

RFP 09-05, Addendum 1 & 2



Date: Friday, February 13, 2009

To: All Prospective Vendors

From: Andrea Foren, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 09-05, STORM DEBRIS MONITORING SERVICES

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

• **RFP 09-05, has the following modifications and clarifications:**

- 1.) To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Tuesday, February 17, 2009 at 11:00 AM**, Central Standard Time.
- 2.) Map Set Consisting of Six Pages including cover is added to the RFP.
- 3.) Section 00212, page 2, Terms, is removed and replaced with the following: The work shall begin on notice to proceed and go for no longer than one hundred twenty (120) days for field debris collection and one hundred sixty (160) days for debris disposal site operations, unless extended by the City with ten (10) days written notice.
- 4.) Section 00100, page 5, Paragraph 35 is removed and replaced with the following: All work resulting in this contract shall be completed within one hundred twenty (120) days for field debris collection and one hundred sixty (160) days for debris disposal site operations, unless extended by the City with ten (10) days written notice.
- 5.) Section 00100, page 1, Paragraph 8 is removed and replaced with the following: Contractor may subcontract out and limit use of subcontractors to ONLY those approved by the City of Fayetteville. No contractor shall subcontract greater than forty percent (40%) of work assigned under any contract issued from this request for proposal.
- 6.) Section 00100, page 1, Paragraph 1 is removed and replaced with the following: All proposers shall provide copies of references, licenses, and the most recent audited financial statements plus any interim financial statements available with the proposal. These documents will not count toward the 20 page proposal limit. The selected proposer(s) shall provide copies of proof of adequate insurance, and bonding after contract award.
- 7.) Section 00310, page 2: Acknowledgement of receipt of this Addendum shall count as acknowledgement of receipt of both Addendum 1 and Addendum 2. Signing and returning this addendum document counts as acknowledgement of receipt of this Addendum. This shall not count towards the 20 page limit.
- 8.) A page is counted as one side of one sheet of 8½" by 11" paper containing any print. A sheet of paper with double sided printing shall count as two pages.

City of Fayetteville
RFP 09-05, Addendum 2
Page 1 of 7

Acknowledge Addendum #1 and Addendum #2:

Printed Name: Gary J. Stankovich

Signature:

Title: President Date: February 14, 2009

Company: Solid Resources, Inc.

RFP 09-05, Addendum 3



Date: Friday, February 13, 2009

To: All Prospective Vendors

From: Andrea Foren, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 09-05, STORM DEBRIS MONITORING SERVICES

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

- **RFP 09-05, has the following modifications and clarifications:**

- 1.) To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Tuesday, February 17, 2009 at 2:00 PM**, Central Standard Time.

Acknowledge Addendum #3:

Printed Name: Gary J. Stankovich

Signature: 

Title: President Date: February 14, 2009

Company: Solid Resources, Inc.

RESUMES OF THE PRINCIPAL OFFICERS OF SOLID RESOURCES, INC.

STATEMENT OF QUALIFICATION

Name: Gary J. Stankovich, CSP
President, Solid Resources, Inc.

Contact Information: Office: 941-379-8100
Cell 714 307-3778
e-mail: gary.Stankovich@theobriensgroup.com

Education: Indiana University of Pennsylvania
Bachelor of Science in Industrial Safety Sciences, 1985

Board of Certified Safety Professionals
Certified Safety Professional, 1990

Position: Solid Resources, Inc.
President

Summary: Gary is the current President of Solid Resources, Incorporated (SRI), a Florida based firm that provides government agencies with post disaster recovery services. He was a founding member of the Emergency Response Strike Team at Unocal Corporation and a principal in the development of ERST/O'BRIEN'S, Inc., now The O'BRIEN'S Group, Inc. and parent company of SRI. He has over 23 years of extensive experience in emergency response both as a consultant and as a responder. His response experience includes oil spills, fires and explosions, natural disasters, civil disturbances, and major environmental remediation projects. He has consulted in many areas including crisis management program development and reviews and emergency response related training and exercises. Gary is a Certified Safety Professional who has also developed injury and illness prevention programs, conducted quantitative and qualitative risk analyses, building life safety reviews and complex accident investigations.

Employment:

Solid Resources, Incorporated President Manage company of 40 full time professionals and 200 part time employees that provide a wide range of post disaster recovery services to government agencies and municipalities.	Sarasota, Florida Sept. 2007 – Present
The O'BRIEN'S Group Executive Vice President Manage national accounts, business development, new products and services and company-wide technology support.	Brea, California 1997 to Sept. 2007
Unocal Corporation Emergency Response Coordinator Held various positions in a major oil company's Corporate Health, Environment and Safety department, including Senior Advisor, Emergency Preparedness Programs and Senior Analyst, Hazard and Risk Assessment.	1989-1997
GPU Nuclear Corporation Safety Specialist and Industrial Hygienist at a nuclear power plant. Responsible for site safety and health programs, including asbestos abatement, respiratory protection, hazardous materials control, hearing conservation, accident prevention and investigation.	1986-1989
American Mutual Insurance Company Loss Control Consultant for major workers' compensation and liability coverage provider.	1985-1986

Skills/Services: Emergency Response:

Crisis Manager

Incident Commander

Planning Section Chief

Logistics Section Chief

Safety Officer

Liaison Officer

Consulting:

Crisis and Emergency Response Program Development

Response Plan Writing and Review

Emergency Response Training

- Crisis Management

- Incident Command System

- Hazardous Materials Response, including Hazwoper

- Advanced Industrial Firefighting

- Oil Spill Management and Control

Emergency Response Exercise Design and Facilitation

Business Recovery Plan Development

Safety and Loss Control Program Development/Evaluation

Building Fire and Life Safety Reviews

Experience: Acted as Incident Commander and Planning Section Chief in numerous actual responses and drills related to oil spills, fires, hazardous materials, transportation, natural disasters, civil disturbances, emergency environmental remediation projects. Recent major response experience includes Hurricane Katrina ESF-10 Support, ATHOS 1 and WESTCHESTER oil spills. Member of the Standardized Oil Spill Response System (STORMS) task force for implementing ICS on pollution events (USCG citation).

Functional Area	Title/Assignment
Emergency Response	Crisis Manager
	Incident Commander
	Planning Section Chief
	Logistics Section Chief
	Safety Officer
	Liaison Officer
Consulting:	FEMA and FHWA Public Assistance services
	Debris Management and Monitoring
	Post Disaster Long Term Recovery
	Crisis and Emergency Response Program Development
	Response Plan Writing and Review
	Emergency Response Training Crisis Management Incident Command System Hazardous Materials Response, including Hazwoper Advanced Industrial Firefighting Oil Spill Management and Control
	Emergency Response Exercise Design and Facilitation
	Business Recovery Plan Development
	Safety and Loss Control Program Development/Evaluation
	Building Fire and Life Safety Reviews
	Safety Health and Environment Policy and Program development

Sample Projects/Responses:

Date	Position/Role	Location	Project
1992	Project Manager/Planning	CA Central Coast	Guadalupe – Oil Field Remediation
1996	Task Force Member	California	Standardized Oil spill Response Management System (STORMS) Task Force. Received USCG Certificate of Merit
1999	Incident Commander	Long Beach, CA	M/V Dorthy Maersk Spill Response
2000	Project Manager		MEXUS – Joint Mexican/US Oil Spill Response Exercise
2000	Planning Section Chief	Louisiana	M/T Westchester Spill Response
2002	Deputy IC	Houston, TX	M/V Splendor Spill Response
2004	Planning Section Chief	Philadelphia, PA	M/T Athos Spill Response
2005	Planning Section	Baton Rouge, LA	Hurricane Katrina – ESF-10 Support for USCG

Gilberto P. Gonzalez—Vice President, Consulting Services

Mr. Gonzalez is the Public Assistance Coordinator/Project Officer Senior Manager for Solid Resources, Inc. (SRI), serving the entire state of Florida. Mr. Gonzalez has over 16 years of emergency management experience including 12 years of employment with FEMA. He is currently working out of the SRI Miami office supervising the SRI Florida Public Assistance team of thirty recovery professionals. He works as a liaison between FEMA, FHWA and Public Assistance program applicants for all concerns and issues, i.e. Kick-off Meetings, Applicant Briefings, Project Worksheet development, policies and procedures dealing with eligibility/ineligibility issues, interim/final Inspections, and project closeouts. He is also the lead PAC in assisting with Florida Department of Transportation claims for all 7 districts and the Turnpike Enterprise.

Mr. Gonzalez participated in the preparation, review and recommendation for approval of all 366 Miami-Dade County Project Worksheets that total over \$200 million. He has also provided Miami-Dade County additional support with their appeals and audits. Mr. Gonzalez currently coordinates the final inspection and closeouts for Miami-Dade County for all the 2004 storms and the 2005 storms.

Mr. Gonzalez coordinated the FEMA team to conduct field inspections and to write Project Worksheets for the South Florida Floods (No Name Storm) in October 2000. He coordinated with Miami-Dade County and the State of Florida with all eligibility reviews. He participated in the preparation of Project Worksheets to provide \$300 million to repair local roads, \$400 million in drainage cleanup and reconstruction and \$300 million in canal dredging.

Mr. Gonzalez has extensive experience in federal and state emergency management having worked for FEMA for over 12 years from 1992 to 2004. For nine of those years he served as a PAC coordinating the disbursement of federal disaster funds to municipalities, counties, state agencies and private non-profits. He was responsible for project worksheets, bid and contract review, training field inspectors, performing final inspections including Hazard Mitigation 406 projects, closeouts, audits, appeals, supervision and project management.

He worked as a member of the Disaster Recovery Team with the FEMA Human Services Department in Orlando for Hurricanes Charley, Frances, Ivan and Jeanne in north and central Florida. In this assignment Mr. Gonzalez determined eligibility requirements per the Stafford Act and CFR 44 for human services and property inspections.

Mr. Gonzalez also has experience in management consulting. For Prosperity Medical Center in Miami he researched business expansion and diversification, technology and information systems. He also compiled statistical and financial data for budget preparation and wrote the annual detailed business plan.

In addition to both a Master's degree and a Bachelor's degree in Business Administration from St. Thomas University, Mr. Gonzalez has a Graduate Certification in Psychology and Mental Skills Training. He has also conducted numerous state and federal emergency management training workshops.

Mr. Gonzalez has the following FEMA course certificates:

- IS-100
- IS-100.FW
- IS-253
- IS-632
- IS-700
- PA Operations I (IS-631)
- PA Operations II (L-382)
- Recovery Operations I
- Recovery Operations II
- PA Cost Estimating Format

Mr. Gonzalez has worked on the following disasters:

- | | |
|--------|------------------|
| ■ 955 | Andrew |
| ■ 966 | FL Flooding |
| ■ 982 | FL Tornadoes |
| ■ 1035 | T.S. Alberto |
| ■ 1043 | T.S. Gordon |
| ■ 1062 | Erin |
| ■ 1069 | Opal |
| ■ 1074 | FL Flooding |
| ■ 1195 | FL Tornadoes |
| ■ 1204 | FL Severe Storms |
| ■ 1223 | FL Fires |
| ■ 1249 | Georges |
| ■ 1259 | T.S. Mitch |
| ■ 1300 | Floyd |
| ■ 1306 | Irene |
| ■ 1381 | T.S. Allison |
| ■ 1393 | T.S. Gabrielle |
| ■ 1460 | FL Tornadoes |
| ■ 1539 | Charley |
| ■ 1545 | Frances |
| ■ 1551 | Ivan |
| ■ 1561 | Jeanne |
| ■ 1595 | Dennis |
| ■ 3259 | Rita |
| ■ 1602 | Katrina |
| ■ 1609 | Wilma |
| ■ 1679 | FL Tornadoes |
| ■ 1680 | FL Tornadoes |

Jared George — Vice President, Debris Management

Mr. George serves as the Senior Manager, Debris Management Services for Solid Resources, Inc. He is currently serving as the Project Manager for the Louisiana Department of Transportation and Development's disaster debris removal operations resulting from Hurricane Gustav. The debris monitoring team consists of more than 620 field staff and 45 managers. To date, the SRI Debris Team has monitored the removal of more than 4 million cubic yards of storm generated debris and 175,000 hazardous tree removal or trimming to alleviate potential threats to the State maintained Right of Way.

He recently served as the Project Manager for a major debris monitoring project for the City of Tulsa, Oklahoma where approximately 2.75 million cubic yards of debris was removed following a severe ice storm in December 2007. Mr. George mobilized the SRI project management team and deployed within 3 hours after notification, arriving on site within 24 hours fully prepared to assist the City of Tulsa. At the height of operations, 181 debris monitors, field supervisors and management staff were assigned to the project. As the debris hauling phase and the debris reduction phase were undertaken by separate contractors, two load ticket databases (removal and final disposal) were reconciled daily. Due to the large number of hanging limbs and leaning trees, a total of 32 bucket trucks (each with a dedicated monitor) swept through the City to eliminate the threat to human safety as quickly as possible.

Mr. George identified the FHWA eligible roads within the City and worked to secure funding from the Federal Highway Administration's Emergency Relief (ER) Program through the Oklahoma Department of Transportation (ODOT). He scheduled meetings with ODOT, FHWA, and FEMA to ensure the City of Tulsa received every eligible dollar. The ER Program pays 100% of eligible costs for emergency work during the first 180 days. His efforts directly saved the City of Tulsa and State of Oklahoma more than \$1.6 million in cost share.

Previous to this assignment, Mr. George was assigned to support to the Florida Department of Transportation (FDOT). In this position, Mr. George developed and executed a state-wide \$600M audit of Federal Highways Administration Emergency Relief debris related program expenses for Hurricane Wilma incurred by the FDOT.

Mr. George has 14 years of experience in managing public sector finances and overseeing accounting projects for governmental agencies. He has very strong analytical, financial, planning and organization skills. His background includes the design and implementation of new accounting methods, procedures, computer based systems, and controls for use for the preparation of accounting systems, statements, reports, reconciliations and audits.

Mr. George has the following FEMA course certificates:

- IS-100
- IS-200
- IS-244
- IS-288
- IS-393
- IS-547
- IS-630
- IS-632
- IS-700
- IS-800
- PA Operations I (IS-631)
- Debris Management (G 202)

Mr. George has worked on the following disasters:

- | | |
|--------|--------------------|
| ■ 1539 | Charley |
| ■ 1545 | Frances |
| ■ 1551 | Ivan |
| ■ 1561 | Jeanne |
| ■ 1595 | Dennis |
| ■ 1602 | Katrina |
| ■ 1609 | Wilma |
| ■ 1679 | Tornadoes |
| ■ 1680 | Tornadoes |
| ■ 1735 | Oklahoma Ice Storm |
| ■ 1761 | Georgia Tornadoes |
| ■ 1785 | Fay |
| ■ 1786 | Gustav |
| ■ 1792 | Ike |



Jared George – Vice President, Debris Management (continued)

Mr. George has a diverse employment history focusing on his extensive accounting, analytical and financial management skills. He has been employed by various state agencies since 1994 including the Department of Community Affairs (DCA), the Department of Environmental protection (DEP), the Department of Children and Families (DCF) and the Department of Agriculture and Consumer Services (DACS). During this substantial and uninterrupted period of public service, Mr. George was responsible for providing an ever-increasing level of financial management and analytical skills to the agencies.

Prior to joining SRI, Mr. George was the Assistant Bureau Chief for DACS for four years, managing the general audit, travel, payroll, grant accounting, and property accounting sections of the Bureau of Finance and Accounting. He monitored the activities in the sections to ensure operational procedures were carried out accurately and effectively and he assisted the Bureau of Planning and Budgeting in the preparation of the Department's annual Legislative Budget Request. His duties also included the preparation of monthly spending plans and annual cost statements, financial statements, Schedule of Expenditure of Federal Awards, and indirect cost rate proposals. He assisted in the development and implementation of automated systems and coordinated the reimbursement of costs incurred by the Department while responding to declared disasters. In this position Mr. George was also tasked with all of the Department's federal costs reimbursements incurred while responding to and recovering from the 2004 and 2005 hurricane seasons.

While employed by DCA and DEP, Mr. George rose from the position of Accountant I to Finance and Accounting Director II in 2002, where he had the primary responsibility for managing the Revenue and Grant Accounting Offices of the Bureau of Finance and Accounting, assisting with the development and implementation of the Florida State Parks On-line Reservation System, as well as supervising the calculation and payment of the General Revenue Service Charge and the Statewide Cost Allocation Plan.

Mr. George completed four years of studies in Public Administration at Florida A&M University as well as two years of general studies at Tallahassee Community College.

FINANCIAL STATEMENTS OF SOLID RESOURCES, INC.

2008 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000066042

Entity Name: SOLID RESOURCES, INC.

FILED
Feb 19, 2008
Secretary of State

Current Principal Place of Business:

2201 CANTU COURT
SUITE 119
SARASOTA, FL 34232

New Principal Place of Business:

Current Mailing Address:

2201 CANTU COURT
SUITE 119
SARASOTA, FL 34232

New Mailing Address:

FEI Number: 65-1122462

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

FLORIDA FILING & SEARCH, INC.
155 OFFICE PLAZA DRIVE
SUITE A
TALLAHASSEE, FL 32301 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: CEO () Delete
Name: PERKINS, K. TIM
Address: 2201 CANTU COURT SUITE 290
City-St-Zip: SARASOTA, FL 34232

Title: P () Delete
Name: STANKOVICH, GARY J
Address: 2201 CANTU COURT SUITE 290
City-St-Zip: SARASOTA, FL 34232

Title: VD () Delete
Name: BLANK, RANDALL
Address: 3500 SUNRISE HIGHWAY, SUITE T-103
City-St-Zip: GREAT RIVER, NY 11739

Title: V () Delete
Name: FABRIKANT, CHARLES
Address: 2200 ELLER DRIVE
City-St-Zip: FORT LAUDERDALE, FL 33316

Title: VD () Delete
Name: GRAN, ALICE N
Address: 2200 ELLER DRIVE
City-St-Zip: FORT LAUDERDALE, FL 33316

Title: CFOS () Delete
Name: FORSTER, KEITH R
Address: 2929 E IMPERIAL HIGHWAY, SUITE 290
City-St-Zip: BREA, CA 92821

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: SHAFFIA GOEDDERT

ACC

02/19/2008

Electronic Signature of Signing Officer or Director

Date

Below are highlights from SEACOR Holdings, Inc.'s 2007 financial statements. Solid Resources, Inc. is part of the Environmental Services Division.

FINANCIAL HIGHLIGHTS

(U.S. Dollars, in thousands, except per share amounts and ratios)

	For the years ended December 31,				
	2007	2006	2005 ¹	2004	2003
Operating Revenues	\$ 1,359,230	\$ 1,323,445	\$ 972,004	\$ 491,860	\$ 406,209
Gains on Asset Dispositions and Impairments, Net	122,572	77,977	28,285	10,234	17,522
Operating Income	347,775	360,748	177,452	28,672	23,251
Net Income	241,648	234,394	170,709	19,889	11,954
Diluted Earnings Per Common Share	9.04	8.44	6.95	1.08	0.63
Return on Equity ²	16%	17%	22%	3%	1%

	December 31,				
	2007	2006	2005	2004	2003
Total Assets	\$ 3,568,651	\$ 3,252,982	\$ 2,885,141	\$ 1,766,009	\$ 1,402,611
Property and Equipment, Net	1,943,152	1,770,210	1,759,393	925,587	738,216
Cash and Near Cash Assets ³	1,001,721	925,725	674,409	495,387	438,131
Total Debt ⁴	948,255	972,711	988,140	595,595	332,272
Stockholders' Equity	1,621,819	1,557,078	1,361,305	793,757	770,446
Total Debt to Total Capital	37%	38%	42%	43%	30%

REPORTABLE BUSINESS SEGMENT FINANCIAL HIGHLIGHTS⁵

(U.S. Dollars, in thousands)

	For the years ended December 31,					
	2007			2006		
	Operating income (loss)	Depreciation and amortization	OIBDA ⁶	Operating income (loss)	Depreciation and amortization	OIBDA ⁷
Offshore Marine Services	\$ 288,047	\$ 60,523	\$ 348,570	\$ 282,714	\$ 81,512	\$ 364,226
Marine Transportation Services	(18,222)	38,248	20,026	18,864	40,665	59,529
Inland River Services	71,238	16,307	87,545	59,903	14,300	74,203
Aviation Services	19,405	27,561	46,966	10,632	19,956	30,588
Environmental Services	17,541	4,853	22,394	17,213	3,358	20,571
Reportable Business Segments	378,009	147,492	525,501	389,326	159,791	549,117
Other	2,995	5,506	8,501	6,774	5,063	11,837
Corporate and Eliminations	(33,229)	1,309	(31,920)	(35,352)	1,860	(33,492)
Total Consolidated Group	\$ 347,775	\$ 154,307	\$ 502,082	\$ 360,748	\$ 166,714	\$ 527,462

¹Amounts for the year ended December 31, 2005, include six months of activity from Seabulk International Inc. acquired on July 1, 2005.

²Net income divided by stockholders' equity at the beginning of the year.

³Includes cash and cash equivalents, restricted cash, available-for-sale marketable securities and title XI and construction reserve funds.

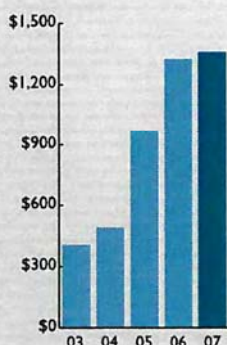
⁴Includes current and long-term portions of debt and capital lease obligations.

⁵Operating income (loss) and depreciation and amortization have been extracted from Note 16 to Consolidated Financial Statements in our Annual Report on Form 10-K on pages 120-121.

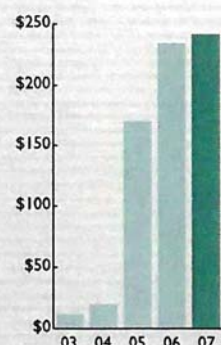
⁶Operating income before depreciation and amortization (OIBDA) is calculated as operating income (loss) plus depreciation and amortization.

⁷See Note 6, supra.

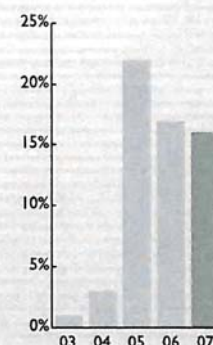
TOTAL REVENUE
(Millions)



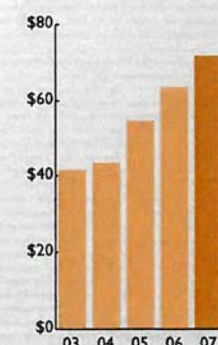
NET INCOME
(Millions)



RETURN ON EQUITY



BOOK VALUE PER SHARE



Jul - Sep 08

Ordinary Income/Expense	
Income	
OPERATING REVENUES	
30837 · Public Assistance - Recovery	673,686.25
Consulting Services	5,125.00
30838 · Debris Management & Monitoring	4,487,657.27
30905 · Expense Recovered	17,927.87
Total OPERATING REVENUES	5,184,396.39
72000 · Interest Income	11,558.52
71500 · Interest-Intercompany Income	8,184.61
Total Income	5,204,139.52
Expense	
OPERATING EXPENSES (COST & OTHER DEDUCTIONS)	
OPEX - WAGES	
41502 · Amortization-Restricted Stock	957.30
41251 · Awards (OPS)	17,899.00
40100 · Wages	1,435,967.32
Total OPEX - WAGES	1,454,823.62
OPEX - BENEFITS	
41100 · Payroll Taxes (OPS)	118,455.04
41150 · Benefits (OPS)	45,123.71
41200 · Savings Plan (OPS)	10,447.24
Total OPEX - BENEFITS	174,025.99
COST OF SALES	
49980 · Consulting Services	510.00
49792 · Debris Management & Monitoring	1,116,784.39
Public Assistance-Recovery	6,887.50
49855 · Recoverable Expenses	448,439.83
Total COST OF SALES	1,572,621.72
Total OPERATING EXPENSES (COST & OTHER DEDUCTIONS)	3,201,471.33
GENERAL & ADMIN EXPENSES	
SALARIES & WAGES	
59845 · Amortization-Stock Options	2,877.85
59840 · Amortization-Restricted Stock	3,845.74
51600 · Awards	7,813.00
50100 · Salaries	75,609.13
Total SALARIES & WAGES	90,145.72
PAYROLL TAXES & BENEFITS	
51100 · Payroll Taxes	3,303.09
51200 · Benefits	2,943.00
51400 · Savings Plan	1,303.14
Total PAYROLL TAXES & BENEFITS	7,549.23
TRAVEL & ENTERTAINMENT	
57151 · Business Travel	45,138.25
57153 · Meals & Entertainment	1,722.89
Total TRAVEL & ENTERTAINMENT	46,861.14

SUPPLIES & EQUIPMENT	
59500 · Office Supplies	17,195.50
59300 · Dues & Subscription	6,580.29
59557 · IT Computer	35,454.04
52100 · Equipment Rent	<u>2,006.25</u>
Total SUPPLIES & EQUIPMENT	61,236.08
CONTRACT SERVICES	
54200 · Audit and Tax (Audit and Tax)	7,000.00
54125 · Other Professional Services	27,519.61
55100 · Postage & Courier	11,507.67
54100 · Legal	<u>712.50</u>
Total CONTRACT SERVICES	46,739.78
RENT & UTILITIES	
52200 · Rent	22,121.65
52250 · Utilities	<u>581.97</u>
Total RENT & UTILITIES	22,703.62
COMMUNICATION	
56100 · Local & Long Distance	1,594.11
56101 · Cellular/Pagers	6,001.98
56102 · Communication-Data Network	2,283.59
59950 · Communications	<u>501.91</u>
Total COMMUNICATION	10,381.59
OTHER EXPENSES	
59740 · Relocation/Severance (Relocation/Severance)	10,305.80
59450 · General Insurance	6,060.00
59250 · Advertising/Promotion	399.14
59251 · Permits & Filing Fees	13,515.14
59600 · Doubtful Account Reserve	<u>-3,500.00</u>
Total OTHER EXPENSES	26,780.08
MANAGEMENT FEES	
54800 · Intercompany	<u>20,000.00</u>
Total MANAGEMENT FEES	20,000.00
Total GENERAL & ADMIN EXPENSES	332,397.24
Total Expense	3,533,868.57
Net Ordinary Income	1,670,270.95
Other Income/Expense	
Other Expense	
DEPRECIATION & AMORTIZATION	
61100 · Furniture & Fixtures	399.99
65150 · Intangible Assets Amortization	<u>434,723.00</u>
Total DEPRECIATION & AMORTIZATION	435,122.99
INCOME TAXES	
83100 · Deferred U.S. Federal Income Tax	432,537.62
83101 · Deferred State Income Taxes	<u>44,180.38</u>
Total INCOME TAXES	476,718.00
Total Other Expense	911,840.99
Net Other Income	-911,840.99
Net Income	758,429.96

	<u>Sep 30, 08</u>
ASSETS	
Current Assets	
Checking/Savings	
10805 · Operating Account	-137,653.58
10807 · Money Market Account	883,437.99
Total Checking/Savings	745,784.41
Accounts Receivable	
11101 · Accounts Receivable	970,538.84
Total Accounts Receivable	970,538.84
Other Current Assets	
11440 · A/R Unbilled Revenue	4,396,793.51
14016 · Pre-Paid Other	18,180.01
Total Other Current Assets	4,414,973.52
Total Current Assets	6,131,296.77
Fixed Assets	
17006 · Furniture and Equipment (Furniture and equipment with useful life exceeding one year)	8,000.00
18006 · Accumulated Depreciation (Accumulated depreciation on equipment, buildings and improvements)	-1,599.97
Total Fixed Assets	6,400.03
Other Assets	
19001 · Goodwill	9,398,777.12
19138 · Intangible Assets	4,242,277.00
19112 · Deferred-Other	88.10
Total Other Assets	13,641,142.22
TOTAL ASSETS	19,778,839.02
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21100 · A/P Trade (Accounts Payable)	3,900.97
Total Accounts Payable	3,900.97
Other Current Liabilities	
22076 · Interco - Response Management	-93,461.70
23402 · Accrued - State Income Tax	-288,818.00
21150 · A/P - Manual Accrual	217,955.59
23101 · Accrued Wages (PR Liabilities)	871,657.68
23582 · Accrued-Awards Program	76,221.00
22001 · Intercompany-Seacor Marine	3,920,405.11
22021 · Intercompany-Seacor SMIT Inc.	20,846.61
22242 · Intercompany-Seacor Asset Manag	-5,166,195.49
22243 · INTERCO - Seacor Payroll Manage (Seacor Payroll Management)	54,356.90
22259 · Intercompany - Seacor Meridian	224,001.91
22074 · Intercompany- O'Brien's Group	355,297.85
Total Other Current Liabilities	192,267.46
Total Current Liabilities	196,168.43

Long Term Liabilities	
26153 · Deferred-State Taxes	187,134.38
26150 · Deferred- Federal Income Tax	3,172,074.82
26255 · Deferred - Awards Program	<u>10,927.00</u>
Total Long Term Liabilities	<u>3,370,136.20</u>
Total Liabilities	3,566,304.63
Equity	
29100 · Common Stock	100.00
29150 · Paid In Capital	13,009,117.52
29200 · Retained Earnings (Undistributed earnings of the business)	547,035.32
Net Income	<u>2,656,281.55</u>
Total Equity	<u>16,212,534.39</u>
TOTAL LIABILITIES & EQUITY	<u>19,778,839.02</u>

January 6th, 2009

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Subject: Hurricane Gustav FEMA DR-1786
Hurricane Ike FEMA DR-1792

On behalf of Lafourche Parish Government, we hereby recognize the outstanding efforts of the Solid Resources, Inc. response team for its performance following the subject events which affected Lafourche Parish, Louisiana during the 2008 Hurricane season. Through a review of proposals, your firm was selected as the first position monitoring contractor based on your qualifications and experience to provide management and monitoring services associated with disaster generated debris removal, in this case, totaling approximately half a million cubic yards of debris.

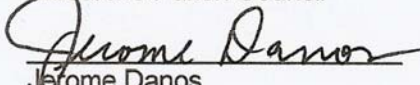
In a timely and efficient manner following these disasters, Solid Resources, Inc. had a team of professionals on site to help us establish temporary debris sites, certify trucks, and train the monitoring personnel and begin the efforts to provide services to our residents and restore our community. Critical services also included contract management, collection and disposal monitoring, invoice validation and reconciliation, and FEMA compliance and reimbursement support.

We specifically recognize your willingness, cooperation, and diligence in ensuring that the needs of our local governments and citizens were met in every way possible.

The projects are currently being closed out and we fully expect that Lafourche Parish will receive complete reimbursement for our eligible costs within the next couple of months. We would not hesitate to recommend Solid Resources, Inc. on any disaster recovery effort.

Sincerely,

Lafourche Parish Council


Jerome Danos
Solid Waste Manager

Charlotte A. Randolph	Parish President	Matt Matherne	District 5
Jerry Jones	District 1	Lindel Toups	District 6
Michael Delatte	District 2	Phillip Gouaux	District 7
Louis Richard	District 3	Rodney Doucet	District 8
Joseph Fertitta	District 4	Daniel Lorraine	District 9



Bibb County Engineering Department

KENNETH H. SHEETS, P.E., R.L.S.
COUNTY ENGINEER

DAVID P. FORTSON, P.E.
ASSISTANT COUNTY ENGINEER

SHERRIE A. SAWYER
EXECUTIVE ASSISTANT

780 THIRD STREET
MACON, GEORGIA 31201-3282
PHONE: 478-621-6660
FAX: 478-621-6666
www.co.bibb.ga.us

F. CHARLES BROOKS, P.E., R.L.S.
ENGINEER IV

WM. KEITH BRASWELL, R.L.S.
ENGINEER III

JEFFERY D. SMITH, E.I.T., C.P.E.S.C
ENGINEER III

December 3, 2008

Mr. Gary Stankovich, President
Solid Resources, Incorporated
2201 Cantu Court, #119
Sarasota, FL 34232

Re: FEMA 1761 – DR – Mothers Day Tornado

Dear Mr. Stankovich:

We would like to express our gratitude for the outstanding job done by Solid Resources, Inc. providing debris monitoring services this past year in the aftermath of the Mothers Day Tornado. Your company was a vital part of the team that helped restore county operations in a timely and cost effective manner.

We quickly learned that we could rely on SRI to navigate the maze of rules and regulations associated with post-storm debris collection. Your knowledge and experience from prior events helped Bibb County avoid costly mistakes that could have prolonged the recovery process.

I would certainly recommend your company to any local government in need of debris monitoring services.

Yours very truly,

Kenneth H. Sheets, P.E., R.L.S.
County Engineer

SS



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
August 19, 2007

STEPHANIE C. KOPELOUSOS
SECRETARY

To Whom It May Concern:

The Florida Department of Transportation Emergency Management Program Office entered into a contractual relationship with Solid Resources Inc. (SRI) in the fall of 2005. Since that time, the SRI Team has provided FEMA Public Assistance and FHWA Emergency Relief program technical assistance consulting services to the State of Florida, including all local governments impacted by disasters since 2004. These services have included:

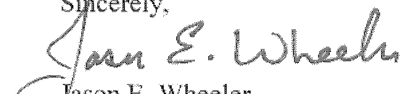
- Preparation of Appeals for funding under FEMA's Public Assistance Program
- Development and presentation of emergency recovery training to Florida State Agencies and local governments throughout the State
- Development and execution of an audit of FHWA Emergency Relief Program expenditures totaling more than \$500 million
- Detailed Damage Inspection Report/Project Worksheet Comparison for Closeouts with a value of more than \$2 billion
- Assisted 38 local governments with preparation of Detailed Damage Inspection Reports valued at more than \$50 million
- Development of Project Worksheets totaling more than \$152 million

In addition, FDOT has utilized our contract with SRI to provide disaster recovery and emergency services to Florida Division of Emergency Management (FDEM). Under this contract SRI has assisted the State in the recovery of more than \$4 billion.

The SRI Team has fulfilled each request to provide skilled and program specific expertise to ensure the State of Florida recovered all eligible funding. Team members are competent, subject matter experts able to guide sub-grantees through the reimbursement process. Solid Resources Inc. staff members communicate clearly and effectively with all involved in the recovery process.

The services provided by Solid Resources Inc. continue to enhance the State of Florida's capacity to recover from devastating events. It is with confidence that I recommend the professional emergency management services provided by Solid Resources Inc.

Sincerely,


Jason E. Wheeler
Emergency Coordinating Officer
Florida Department of Transportation

www.dot.state.fl.us



STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

April 3, 2006

To Whom It May Concern:

The Florida Department of Transportation (FDOT) has historically provided force account personnel to support the Florida Division of Emergency Management (FDEM), working in conjunction with the Federal Emergency Management Agency (FEMA), to assist with Florida's hurricane recovery efforts. During the 2005 hurricane season, the FDOT implemented an alternative approach with regard to providing emergency response personnel by the use of contract personnel.

The awarded contractor, Solid Resources, Inc. (SRI), has been instrumental in the successful launch of this effort. The personnel provided by SRI have been professional and knowledgeable in FEMA's Public Assistance program.

I was assigned to my current Area of Responsibility (AOR) just days before Hurricane Wilma made landfall. The AOR that I am responsible for covers 17 Counties in South Florida; 16 counties were affected in my AOR. During this time, there were a handful of SRI employees already assigned to assist with the recovery efforts from Hurricane Katrina in Southeast Florida; however, there was not enough personnel to support an effective response to Hurricane Wilma.

Key personnel of SRI were immediately available to assist with the identification and placement of the required personnel. As a Florida-based company, the institutional knowledge that SRI possessed regarding the affected areas was invaluable and greatly assisted with providing an expeditious and efficient response to the impacted counties.

Throughout the past five months, SRI has continued to provide proficient and specialized support to meet South Florida's growing recovery needs. I have found the SRI staff to be dependable and capable of sustaining the delicate balance of maintaining interagency relations while simultaneously protecting the interests of the People of Florida.

As a manager and an emergency responder, it has been a pleasure to work with a company that displays a high level of commitment by providing quality customer service to the people that we serve and I would not hesitate to work with Solid Resources, Inc. in the future.

Sincerely,
Robin T. White
Deputy Public Assistance Officer – Operations South
Florida Division of Emergency Management

2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(888) 284.7402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(904) 488.7766

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(904) 412.0000

FLORIDA LONG TERM RECOVERY OFFICE
100 Sunport Lane
Orlando, FL 32809
(407) 858.4946



COLLIER COUNTY SOLID WASTE MANAGEMENT DEPARTMENT

3301 East Tamiami Trail • Building H • Naples, Florida 34112 • (239) 732-2508 • Fax (239) 774-9222

August 29, 2006

Mr. Richard Harvey
Vice President
Solid Resources, Incorporated
4456 Friar Tuck Lane
Sarasota, FL 34232

Dear Mr. Harvey:

We would like to express our gratitude for the excellent service that your company provided during Hurricane Wilma last year. We are very pleased with the quality of service and sincerely appreciate your responsiveness and the way you conduct business.

The professionalism and efforts that you provided in removing the hurricane-related debris was exemplary. The resources used including reliable contractors, highly trained personnel, equipment and technologies were exceptional. We received a positive feedback from the community including the State of Florida and FEMA, and OIG. Due in part to your organization's professionalism and accounting of debris collected and "correct" invoicing, Collier County has received all reimbursement, allowed from FEMA and the State of Florida.

Again, thank you for the opportunity to be associated with such an excellent company and we look forward to working with you on future projects.

Sincerely,

Daniel R. Rodriguez, M.B.A., CFM
Solid Waste Management Department Director

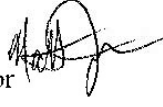
C o l l i e r C o u n t y



Homeland Security

April 28, 2006

MEMORANDUM FOR: Scott Morris
Director
FEMA's Florida Long Term Recovery Office
Orlando, Florida

FROM: C. David Kimble 
Acting Audit Director
Atlanta Field Office

SUBJECT: *Review of Hurricane Wilma Activities
Collier County, Florida
FEMA Disaster No. 1609-DR-FL
Report Number GC-FL-06-39*

We performed an interim review of costs associated with Hurricane Wilma debris removal activities for Collier County, Florida. The objectives of the review were to determine whether the county (1) was properly accounting for disaster-related costs and whether such costs were eligible for funding under FEMA's public assistance program, and (2) let contracts according to federal procurement standards and FEMA guidelines, and had adequate procedures for monitoring the activities of the contractors.

The county received an award of \$37.6 million from the Florida Department of Community Affairs, a FEMA grantee, for debris removal activities. The award provided funding for five projects under which the county let four contracts, as follows:

Project Number	Approved Scope of Work	Amount Awarded	Number of Contracts
7	Debris Collection, Hauling, and Disposal	\$29,621,050	1
52	Contractor Monitoring – Collection, Hauling and Disposal	7,187,335	1
761	Emergency Road Clean up	548,302	1
765	Emergency Road Clean up	44,080	
1496	Contractor Monitoring- Road Clean up	162,511	1
Total		\$37,563,278	4

As of March 16, 2006, the cut-off date of our review, the county had recorded expenditures of \$13.3 million under the projects and had received \$9,512,751 of FEMA funds.

We analyzed the county's accounting system and reviewed the county's contracting practices, contract documents, and monitoring procedures. We also interviewed FEMA, county, and contractor officials.

We concluded that the county had an effective system for accounting for disaster-related costs. A separate cost account had been established to record project expenditures and accounting entries could be systematically traced to supporting source documents. Moreover, the county procured debris removal contracts competitively, maintained detailed contract files, and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractors. Because this report contains no recommendations, no actions are required.

The review was conducted in conjunction with the President's Council on Integrity and Efficiency (PCIE) as part of its examination of relief efforts provided by the Federal government in the aftermath of Hurricanes Katrina and Rita. As such, a copy of the report has been forwarded to the PCIE Homeland Security Working Group, which is coordinating the Inspectors General review of this important subject.

The nature and brevity of this assignment precluded the use of our normal audit protocols; therefore, this review was not conducted according to generally accepted government auditing standards. Had we followed such standards, other matters might have come to our attention.

Auditors Oscar Andino and Vilmarie Serrano performed this review. Should you have any questions concerning this report, please contact me at (770) 220-5240.

cc: Under Secretary for Management
Acting Under Secretary for Emergency Preparedness and Response
Acting Chief Financial Officer, DHS
Chief Procurement Officer, DHS
Audit Liaison, DHS
Audit Liaisons, FEMA
Chief Financial Officer, FEMA
Senior Procurement Officer, FEMA
Deputy Director, Gulf Coast Recovery
Florida State Coordinating Officer
FEMA Regional Director, Region IV



COUNTY OF CHARLOTTE

PUBLIC WORKS DIVISION

7000 Florida Street
Punta Gorda, Florida 33950
Phone: (941) 575-3600
Fax: (941) 637-9265

www.charlottecountyfl.com

November 7, 2005

Richard Harvey
Solid Resources, Inc.
4456 Friar Tuck Lane
Sarasota, FL 34232

Subject: Hurricane Charley

Dear Mr. Harvey:

As we wrap up debris issues from the hurricanes of 2004, I want to express my thanks for the outstanding job done by Solid Resources Inc. (SRI) in the provision of debris monitoring services following Hurricane Charley. SRI was a vital part of the team that helped restore county operations in a timely and cost effective manner.

We quickly learned that we could rely on SRI to navigate the minefield of rules and regulations associated with post-storm debris collection. Your knowledge and experience from prior events helped Charlotte County avoid costly mistakes that could have prolonged the recovery process.

As the County's debris manager for Charley, I can unequivocally recommend your services to local governments in need of debris monitoring expertise.

Sincerely,

R. Alan Holbach, FPEM
Maintenance & Operations Manager

RAH/cs

copy: File 27050000 - 051101ah

OUR MISSION: To Exceed Expectations in the Delivery of Public Services

Other Services Available

If requested by the City of Fayetteville, Solid Resources, Inc. is able to provide the services described below and on the following pages.

Comprehensive Emergency Management Plans

It is highly desirable that the City has a well-structured comprehensive emergency management plan (CEMP) which identify the identities, roles and responsibilities of personnel during both the response and recovery phases of a disaster event. A CEMP developed by Solid Resources, Inc. would focus on the capabilities of the City, for all phases of emergency management such as Preparedness, Response, Recovery and Mitigation.

SRI can provide reviews and gap analysis of an existing CEMP; as well as providing an annual plan review to allow the identification of any emergency management planning deficits that could be remedied through the establishment of mutual aid agreements, improve coordination between departments and divisions of the City and increase partnerships with local, regional, state and federal associates. The results of annual review would be incorporated into CEMP revisions and updates accomplished by either the City or SRI.

Comprehensive Mitigation Programs

SRI could assist the City in developing programs, writing proposals and submitting applications for the Emergency Management Planning and Assistance (EMPA) Competitive Grant Program and the Hazard Mitigation Grant Program (HMGP). Additionally, the firm can provide assistance to the City in preparing proposals for hazard mitigation improvements to be included in restoration projects (FEMA's Section 406 HM Program) and provide information to the City concerning the availability of assistance in FEMA's Section 404 HM Program by:

1. Identifying or suggesting improvements for hazard mitigation for up to 15% of the eligible damages to be included in the scope of work in restoration Project Worksheets.
2. Identifying projects that are candidates for FEMA's pre-determined cost-effective hazard mitigation improvements for funding up to 100% of the eligible damages in restoration projects, per the Appendix in FEMA Policy 9526.1.
3. Identifying potential hazard mitigation improvements for funding in excess of 100% of eligible damages in restoration projects that can be determined to be cost effective with a cost-benefit analysis.
4. Additional counseling of the County beyond initial outreach on FEMA's Section 404 HM Program for available hazard mitigation funding for projects not affected by the disaster.

All mitigation projects would focus on addressing the City's specific needs in helping reduce the long-term risk to life and property from all types of hazards. Cost-benefit analyses would also be provided to prioritize all potential projects.

SRI could complete a hazard vulnerability analysis to identify high-hazard locations and structures within the City; as well as an environmental review and risk assessment. Mitigation specialists from SRI's staff of trained professionals could be assigned to provide technical expertise and supplement City staff.



Debris Management Plans

Solid Resources, Inc. has completed debris management plans (DMP) for numerous governmental entities including the Florida counties of Collier, Lee and Sumter for approval by the FEMA Region IV office in Atlanta, Georgia. The firm is currently developing DMPs for other clients such as the City of Miami. These DMPs are normally prepared following the DMP outline proposed by FEMA (Public Assistance Debris Management Guide, FEMA Publication 325, July 2007, Appendix A), but other outlines as required by the City can also be accommodated.

SRI could prepare a comprehensive DMP for the City of Fayetteville based on the information gathered during a Needs Assessment. The DMP will address the City's ability to respond to a disaster event based on personnel and equipment; and be consistent with the City's Comprehensive Emergency Management Plan. The DMP will address the management and operational structures needed to prepare for, respond to and recover from either a natural or man-made (terrorist) debris-generating disaster event for a 'cradle-to-grave' disaster debris removal and disposal operation. The DMP will contain approaches and procedures to complete accurate debris forecasting; monitoring of debris removal operations; debris management collection strategies based on the severity of the event; the identification and operation of debris management sites including debris reduction and recycling options; complete debris removal and demolition procedures from private roads and gated communities; safety policies and requirements and tools for an effective information program to disseminate updates on the progress of the debris removal operations to the general public and the media.

To increase the operational usefulness of the DMP, SRI would provide an electronic version of the plan as well as paper copies, so that distribution of the DMP to all City employees is simplified. Additionally, the document will be formatted so that all sections, subsections and appendices are connected by hyperlinks. In this type of format, any City staff using the document on a desktop or laptop computer will be able to instantly move to any specific section desired; such as the organizational chart, point of contact listing, debris management site maps and layouts, appendices etc. This format design has been enthusiastically endorsed by previous clients as it provides an efficient method for locating specific topics of interest within the debris management plan.

Following acceptance of a DMP by FEMA and pre-qualification of two debris removal contractors, the City will qualify for participation in the Public Assistance Pilot Program's Increased Federal Share Incentive. The incentives available to the City are summarized below:

- ⇒ FEMA will provide grants on the basis of estimates for large projects up to \$500,000.
- ⇒ FEMA will provide an additional five percent Federal cost share, not to exceed 100 percent, to applicants that have a FEMA-approved debris management plan and at least two pre-qualified debris removal contractors identified prior to a disaster.
- ⇒ FEMA will allow applicant to retain any revenue from the salvage value of recyclable disaster debris as an incentive to recycle debris.
- ⇒ FEMA will reimburse the straight- or regular-time salaries and benefits of an applicant's permanently employed staff that performs debris-related activities.

FEMA Public Assistance Program Services

Disaster Relief Coordination with Federal Agencies

SRI will assist the City in obtaining FEMA's immediate coordination with other Federal agencies having disaster relief programs, such as the Federal Highway Administration (FHWA) for federal-aid roads, Natural Resources Conservation Service (NRCS) for drainage areas; the U.S. Army Corps of Engineers USACE) for

navigable waterways, beaches, shorelines and flood control facilities; the Department of Housing & Urban Development (HUD) for housing projects and the U.S. Fish & Wildlife Service. The purpose of this coordination is to ensure that the City receives all Disaster Specific Guidance statements to provide clarification in the administration of FEMA's Public Assistance program regarding FEMA's limitation of assistance, due to Stafford Act restrictions against duplication of benefits; determination as to which Federal disaster programs are applicable to State and local governments regarding debris removal, and maintaining incontrovertible eligibility for restoration work projects for the event.

Public Assistance (PA) Program Application

SRI could assist the City during and after the State Applicants' Briefing to determine program eligibility, in identifying reimbursable recovery costs and to otherwise assist in filing a Request for Public Assistance (RPA) within 30 days of the Disaster Declaration Date or within an extended deadline as requested by the City and approved by FEMA.

Funding Assistance

SRI can assist initially with an initiative to secure Immediate Needs Funding by developing a debris quantity estimate along with FEMA staff, preparing estimated project worksheets for the entire debris removal project, and providing FEMA with actual cost documentation during the project to facilitate the flow of reimbursement funds.

Recovery Program Technical Approach

SRI could provide technical assistance to the City in optimizing the provision of federal disaster relief activities and expense reimbursements under the Stafford Act (as amended), for events that may be declared as Disasters, Emergencies or Fires consistent with all applicable laws, regulations, and FEMA policies.

Preliminary Damage Assessment (PDA)

SRI could assist City in the accumulation of damage assessment estimates of the disaster losses at the local level after the impact of a disaster event, for the purpose of determining whether the Governor should, under the Stafford Act, request a Disaster Declaration by the President for the various FEMA Public Assistance, Individual Assistance or Hazard Mitigation Programs, by coordinating with Federal, State and local officials to determine methods of:

1. Obtaining a count and cost estimates of destroyed or damaged residences and businesses within the affected communities.
2. Determining preliminary cost estimates for removal of widespread disaster-related debris that affects the public health and safety and the economic recovery of the community.
3. Estimating the extraordinary costs for governmental emergency protective measures for lessening the immediate threat to the public health/safety or to improved property.
4. Estimating the extent of damages to the governmental infrastructure of roads/bridges, water control facilities, buildings/equipment, utility systems, and other publicly-owned facilities and systems (e.g., recreational, marine, or improved/maintained natural features such as beaches that are not federally-assisted).

PA Program Kickoff Meetings

SRI could assist City in the FEMA Kickoff Meeting to provide initial program guidance to individual departments concerning eligible emergency work (debris removal and emergency protective measures) and permanent work (infrastructure repair and/or replacement) categories of reimbursement assistance, including requirements for estimated or actual cost documentation needed for the formulation of Project Worksheets.

Provision of Recovery Staffing

SRI could identify staffing needs for support of the various FEMA Individual Assistance and Public Assistance Recovery Programs, such as:

- Public Assistance Coordinators (PAC) and Project Officers (PO) for program management functions such as the City departmental coordination and coordination of other administrative areas.
- PACs to be assigned to geographical areas to supervise assigned FEMA or State Project Officers.
- Pos to be assigned to geographical or category of work program function areas to assist the City in the development of program grants.
- Other technical personnel such as Insurance Specialists, Hazard Mitigation Specialists and Special Consideration Specialists to assist in the development, approval, and formulation and administration of the FEMA Project Worksheets.

FEMA/State Inspection Team

SRI could provide representation for the City to participate in assigned inspection teams in the development of Project Worksheets for FEMA grant assistance and to otherwise assist the City, as necessary, to:

1. Identify general scopes of work for emergency work projects (debris removal and emergency protective measures) and provide a damaged facilities listing (including building number, address, GPS coordinates, brief damage description, and contact names/phone number) for which the City seeks disaster grant assistance, within 60 days of the Kickoff Meeting, or within an extended deadline as requested by the City and approved by FEMA.
2. Formulate Large and Small Projects, in the most advantageous manner to the City to facilitate grant administrative ease, including budgetary considerations, by combining project work sites or grant objectives on the basis of performance of work by contracting or force account completion, insurance coverage, anticipated completion dates, separation of work pending eligibility issues, and/or for meeting the minimum requirements for project funding.
3. Draft proposed PWs for the Small Project Validation Process, if selected by the City, for presentation within 60 days of the Kickoff Meeting.
4. Prepare estimated and/or actual cost documentation for presentation in the development of Large Project PWs, and for Small Project Worksheets that are not submitted in the Small Project Validation Process, including documentation of actual costs for the selected 72-hour 100% FEMA-eligible period, if applicable.
5. Provide all necessary documentation to establish project eligibility, as required, for the City's responsibility for the work, damages caused by the disaster, maintenance records, applicable insurance coverage or necessary insurance commitments, and other issues for consideration under the Stafford Act, the FEMA Regulations to implement the Act and established FEMA policies and program guidance.
6. Assure proper and timely application to the appropriate Federal program to obtain relief and to avoid violating the FEMA duplication of benefits restriction for assistance, in particular regarding debris removal from Federal-aid highways and flood control facilities.
7. Determine when it is appropriate for the City to sign the FEMA exit interview after the submission and entry in the FEMA National Emergency Management Information System database (NEMIS) of all initial Project Worksheets in each category of eligible work.

Initial State Review of Project Worksheets (PW)

During the FEMA PW approval process, SRI could provide assistance in the State and FEMA review, inspecting for processing errors that need correction (category of work, line item entries, or special consideration comments, etc.) and to identify potential issues for disputed eligibility regarding FEMA assistance for:

1. Determining and/or clarifying the specific reason for a recommended denial of assistance to be entered in the PW comments.
2. Initiating a dispute resolution process, when appropriate, to obtain further documentation or clarification from the City to justify eligibility.
3. Recommending Grantee and sub-Grantee comments to be entered on the Project Worksheet regarding disputed eligibility.

Monitoring of FEMA and State Grant Databases

SRI could provide assistance to the City in monitoring the progress of Project Worksheets (PW) that are entered in FEMA's National Emergency Management Information System (NEMIS) database and the State of Arkansas' administrative computer database by:

1. Maintaining a log of submitted PWs for FEMA data entry in NEMIS, assuring that all submitted PWs are entered, inspecting for duplicate PW entries for necessary de-obligations, and providing necessary follow-up to assure that PWs are timely processed.
2. Assuring that all FEMA actions on PWs are downloaded into the State's database timely and correctly, assuring that all PW-related actions are properly filed, and developing other quality control procedures necessary for proper administration of the PA Program and payment of funds to the City .

Interim Inspections for New PW Versions

SRI could assist the City for eligible project modifications in the submission of subsequent PW versions for:

1. Large Projects when correction of the damage description or scope of work is necessary due to newly discovered damages and/or for revised cost estimates for completion of the necessary scope of work when the City can document the anticipated actual cost resulting in a project cost overrun.
2. Small Projects for corrections due to calculation errors, necessary changes in scope of work, and documented revised cost estimates that would change the project status to a Large Project.
3. Improved Project status with limitation of project funding to the original estimate when the City desires to improve the project, or some portion of the project, beyond the restoration to the original design/function including compliance to codes and standards and authorized hazard mitigation improvements.
4. An Alternate Project, with reduced funding, when the City determines that it is not in the public interest to restore the original damaged facilities.
5. A proposed relocation of the project to reduce the vulnerability of the damaged facility to future disaster damages of the same type.
6. A re-submission of denied project costs, in an informal dispute resolution to avoid an unnecessary appeal, when it can be readily clarified that the costs are eligible.
7. Submission of a request for additional costs for a project when it was noted in the PW version 0 that cost documentation was not available at time of initial submission.

Final Inspection for Project Closeout

SRI may assist the City in a Large Project closeout after work is completed to adjust the final project funding amount to actual costs by:

1. Identifying Large Projects that will require final inspection (PW projects with total funding of all PW versions in excess of the Large Project Threshold and PWs with damages in excess of the Large Project Threshold involving insurance recovery).
2. Monitoring the City's Quarterly Reports to determine project completion dates and assisting the City to request final inspection as soon as practicable thereafter, including preparation of actual cost documentation, applicable insurance recovery documentation, and the final inspection checklist.
3. Assisting FEMA and the State with the final inspection of the completed work and actual cost documentation, including the preparation of the Final Inspection Report and Final PW for cost overruns or underruns as applicable.

4. After the City's completion of all Small Projects involving insurance recovery reductions, assist the City in requesting an insurance reconciliation inspection for the purpose of adjusting the project funding to reflect actual insurance reductions.
5. After the City's completion of all Small Projects, conduct a Small Project Completion review and assist the City in determining whether to appeal for a net Small Project Overrun funding; and, if so, assist the City in documenting actual Small Project costs and requesting a Small Project Overrun Inspection.

Project Time Extensions

SRI could support the City in requesting and obtaining approvals of time extensions for completion of Project Worksheets (PW) for which the work will not be completed by the statutory deadline, or by extended deadlines, of 6 months after a Declaration Date (emergency work PWs) and 18 months after the Declaration Date (permanent work PWs) by:

1. Monitoring the City's Quarterly Reports for anticipated project completion dates.
2. Advising on justification requirements for project time extensions.
3. Reviewing and perfecting the City's project time extension requests.
4. Making recommendations regarding approvals of time extension requests.

Appeals and Audits

Solid Resources, Inc. could provide assistance to the City during audit procedures, particularly exit interviews, to assure that both the City and the auditors fully understand the PA program eligibilities and operation, in order to minimize the potential for audit exceptions to the provided relief and to assist Applicants in justifying claimed costs within program guidelines.

SRI could assist the City with professional expertise and guidance prior to, during and after a financial review or audit conducted by the FEMA Office of the Inspector General (OIG). The services provided include but are not limited to, documentation review, analysis of procurement and accounting procedures, and the evaluation of the findings and recommendations of the OIG, Project Worksheet preparation and review based on the results of an audit, and, when necessary, the appeal of an audit report issued by the OIG.

Public Information Support

Solid Resources, Inc. could provide regular status updates to the City's Debris Manager for public information use. SRI can provide public communications capabilities to assist the City's mission readiness with in-depth governmental communications expertise. Public Service Announcements from an on-the-front-lines perspective help to craft and deliver a truly effective public communication package designed to inform all concerned parties in the event of an emergency. SRI can also provide training for emergency preparedness to help establish communications protocol, authorized media contacts and an information flow chart.

Training

SRI could provide a specialized workshop for training the City's personnel, such as the financial director, accounting staff and other operations managers, as to what the City can do to reposition itself in order to maximize cost reimbursements and streamline accounting procedures. This training will focus on actions to address the accounting/budgeting challenges that arise from a storm event. Topics may include disaster account segregation, documentation and audit system designed to meet federal grant reimbursement requirements. Other training topics that can be provided include situational awareness, decision-making and continuity of support (in conjunction with existing emergency plans).

Additional Requests

Solid Resources, Inc. is prepared to provide whatever types of emergency management reports and data that may be necessary to assist the City with successful reimbursement of all eligible disaster-related expenses and insurance disbursements.

State of Florida

Department of State

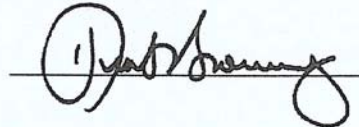
I certify from the records of this office that SOLID RESOURCES, INC. is a corporation organized under the laws of the State of Florida, filed on July 7, 2000.

The document number of this corporation is P00000066042.

I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report was filed on February 19, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twentieth day of February, 2008*



Secretary of State



Authentication ID: 500118434925-022008-P00000066042

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

www.sunbiz.org/auth.html

2007-08

SARASOTA COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR
ZONING REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

3904700025690

MACHINES

ROOMS

SEATS

EMPLOYEES

5

BUSINESS TYPE

390470 RECYCLING SERVICE

BUSINESS
ADDRESS

2201 CANTU COURT STE 119
SARASOTA uninc FL 34232-0000

PAID-6091740.0001-0001 HSP 09/20/2007 14.43

SOLID RESOURCES INC
2201 CANTU COURT #119
SARASOTA, FL 34232-0000

ACTIVE



BARBARA FORD-COATES, TAX COLLECTOR
101 S. WASHINGTON BLVD., SARASOTA, FL 34236-6993
(941) 861-8300

MUST BE DISPLAYED IN A CONSPICUOUS PLACE
VALID UNTIL 10/1/08

www.SarasotaTaxCollector.com • Info@SarasotaTaxCollector.com

CERTIFICATE OF LIABILITY INSURANCE

4/4/2008

PRODUCER: BENFIELD BROTHERS, INC. ONE NEW YORK PLAZA, SUITE 3010 NEW YORK, NY 10021		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	NATIONAL LIABILITY AND FIRE ASSURANCE COMPANY			
		COMPANY E	AMERICAN HOME ASSURANCE COMPANY			
		COMPANY C				
		COMPANY D				
		COMPANY E	UNITED STATES FIDELITY AND GUARANTY CO.			
		COMPANY F	AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE CO.			
		COMPANY G				
INSURED: SOLID RESOURCES, INC. 2901 Canal Court, Suite 119 Everett, FL 34936						
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCES LISTED HEREIN 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, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO-OP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MONTH)	POLICY EXPIRATION DATE (MONTH)	COVERAGES	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LMB. ☐ CLAIMS MADE ☒ OCCUR. ☐ OWNERS & CONTRACTORS PROCT.	LN1400004000	4/1/2008	4/1/2009	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (ANY ONE FIRE) MED. EXP. (ANY ONE PERSON)	\$ 2,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000 \$ 5,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON OWNED AUTOS	CA 12149884	9/1/2007	5/31/2008	COMBINED SINGLE LIMIT (each) BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE (per accident)	\$ 1,000,000
C	EXCESS/UMBRELLA LIABILITY ☐ CLAIMS MADE ☐ OCCUR				EACH OCCURRENCE EXCESS OF	 UNDEFLYING
D	U.S. LONGSHORE & HARBOR WORKERS (Compensation Rate)				☒ STATUTORY ☐ OTHER	
F	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY THE EMPLOYER IS/ARE INSURED / EXCLUDED FROM COVERAGE: ☐ INCLUDED ☐ EXCLUDED	UC74WC0445	9/29/2007	10/1/2008	☒ STATUTORY ☐ OTHER EACH ACCIDENT DISEASE - EACH EMPLOYEE EL DISEASE - POLICY LIMIT	 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
I	CONTRACTORS POLLUTION/ E&O	CCPR 105-0121	9/29/2007	5/31/2008	LIMIT (ANY ONE OCCURRENCE)	\$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: EVIDENCE OF INSURANCE						

CERTIFICATE HOLDER TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL UNDERTAKE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE BY: <i>Thomas Brothers</i>
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City of Fayetteville Staff Review Form

**City Council Agenda Items
and
Contracts, Leases or Agreements**

2/18/2009

City Council Meeting Date
Agenda Items Only

Don Marr
Submitted By

Administration
Division

Administration
Department

Action Required:

Approval of a debris removal contract with DRC Emergency Services LLC in the amount of \$2,419,185.64, and approve a contingency of \$400,000. Budget adjustment attached.

\$ 2,819,185.64
Cost of this request

\$ -
Category / Project Budget

Program Category / Project Name

4270 9280 5314 00
Account Number

\$ -
Funds Used to Date

Program / Project Category Name

09010/0901
Project Number

\$ -
Remaining Balance

Fund Name

Budgeted Item ☐

Budget Adjustment Attached ☒ XX

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

ENTERED
2-19-09

Chief of Staff

Date

Received in
Mayor's Office

ENTERED
2/19/09

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council
Mayor Lioneld Jordan

From: Don Marr, Chief of Staff *DM*

Date: 19 February 2009

Subject: Approval of a contract with DRC Emergency Services, LLC for \$2,419,185.64, for City wide debris removal services, RFP 09-04, and approve a contingency of \$400,000

RECOMMENDATION

City Administration recommend approval of a contract with DRC Emergency Services, LLC for \$2,419,185.64, for City wide debris removal services, RFP 09-04, and approve a contingency of \$400,000.

BACKGROUND

This contract provides for services including but not limited to vegetative storm debris removal, tree trimming & removal within public lands and rights of way, and debris disposal site operations management in the City wide, in compliance with FEMA requirements.

DISCUSSION

The City received nineteen proposals on February 17, 2009 for this project; the bid tab is attached. The removal will be complete within 120 days from issuance of the Notice to Proceed, with the disposal site activities concluded within 160 days of the start of the contract.

Debris per Area (CY)	NE Quad	NW Quad	SE Quad	SW Quad	Total
Public/Private Roads	82325	68886	130029	107156	388,396
Park Land	4023	4984	1264	1549	11,819
Trails	4	1579	320	496	2,399
Streams	2136	2319	2812	4879	12,146
Other Sites	1691	979	1513	979	5,162
Total Cubic Yards	90,179	78,747	135,937	115,059	419,922

The selection criteria were:

- 1) Qualifications in relation to scope of work = 25%
- 2) Experience, competence and capacity for performance = 25%
- 3) Proposed method of doing work = 15%
- 4) Past performance = 15%
- 5) Price = 20%

The committee evaluated proposers, and developed a short list and interviewed five. Based on the above criteria, the Committee selected DRC Emergency Services to perform the services City-Wide.

The cubic yardage of debris to be removed is very uncertain. Staff developed the estimates using a combination of aerial photo information calibrated with actual removal rates based on what City crews actually removed in several areas. This is still a largely uncertain estimate, however, which is why staff recommends the contingency for this contract be much larger than normal.

BUDGET IMPACT

The funding package is being developed separately.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



LEGAL DEPARTMENT

TO: Selection Committee

FROM: Kit Williams, City Attorney

DATE: February 18, 2009

RE: FEMA debris removal contract

I have reviewed the Proposed Agreement For Storm Debris Monitoring Services. I do not believe the City should provide "such professional legal, accounting, financial and insurance counseling services as may be required for the Project." (Paragraph 4.5.) Certainly we will provide those services for ourselves as the City, but this language might be interpreted as requiring the City to furnish those services to the contractor. This would be a bad idea fraught with potential liability. I recommend deletion of ¶ 4.5. Other than that, the contract appears okay.

I have also reviewed the Project Manual For Storm Debris Services. In the Request for Proposals section, I have a few comments/questions.

Paragraph 6.8. states "All debris shall be mechanically loaded and reasonably compacted. Hand loading is not permitted" Although the vast majority of debris should be mechanically loaded, final clean up to meet the requirements of the contract would appear to require some hands on work. I do not see the **requirement** of no hand-loading since we are paying by the unit rather than by the hour.

Paragraph 16.2.4. states: "The Contract may be terminated," but has no explanation of when or why this should occur. Of course ¶ 19.1. says "This contract may be terminated at any time for the convenience (no reason needed) of the City of Fayetteville."

Other than those minor items, this contract looks appropriate and proper to me.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT FOR STORM DEBRIS REMOVAL SERVICES WITH DRC EMERGENCY SERVICES, LLC IN THE AMOUNT OF \$2,419,185.64, PLUS A CONTINGENCY OF \$400,000.00

WHEREAS, after the devastating ice storm of January 26-27, 2009, President Obama declared much of Northwest Arkansas, including the City of Fayetteville a Disaster Area eligible for FEMA assistance; and

WHEREAS, the amount of downed trees, broken limbs, and other debris throughout Fayetteville is so massive that Fayetteville's employees and equipment cannot handle the tremendous job of removing such debris without hiring an independent contractor; and

WHEREAS, the cost of the debris removal will be largely offset by reimbursements from FEMA and the State of Arkansas; and

WHEREAS, the City of Fayetteville properly solicited Requests For Proposals from independent contractors desiring to be awarded a Contract for Storm Debris Removal Services; and

WHEREAS, the City's Selection Committee painstakingly reviewed proposals from almost twenty companies and the selected by use of an approved rating/point system, the applicant/proposal which was the most qualified, capable, and economical company to pick up, remove and reduce to wood chips the debris caused by the ice storm.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of DRC Emergency Services, LLC as the most qualified, capable and economical company to be awarded the contract for Storm Debris Removal Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby awards the Contract For Storm Debris Removal Services (attached as Exhibit "A") which includes all terms within the Project Manual, to DRC Emergency Services, LLC in the amount of \$2,419,185.64 plus a contingency of \$400,000.00.

PASSED and APPROVED this 18th day of February, 2009.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

PROJECT MANUAL

RFP 09-04, STORM DEBRIS SERVICES



FAYETTEVILLE, ARKANSAS

PROJECT NUMBER 09009

12 FEBRUARY, 2009

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END OF SECTION 00001

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END OF SECTION 00010

SECTION 00020

**CITY OF FAYETTEVILLE
REQUEST FOR PROPOSAL
RFP 09-04, STORM DEBRIS SERVICES**

The City of Fayetteville, Arkansas, invites qualified firms to submit proposals for services including but not limited to vegetative storm debris removal and tree trimming & removal within public lands and rights of way, and debris disposal site operations management.

To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Tuesday, February 17, 2009 at 10:00 AM**, Central Standard Time. At this time, the names of all proposers shall be read aloud, however no other information will be provided. No late proposals shall be accepted or opened.

Proposal forms must be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the RFP process should be directed to Andrea Foren at aforen@ci.fayetteville.ar.us or (479) 575-8220.

Proposers shall be qualified to do business and licensed in accordance with all applicable laws of federal, state and local governments where the project is located.

Bid security in the form of a certified or bank cashier's check drawn from a bank located within the State of Arkansas or a Bid Bond in the amount of 5% of Proposal Amount of contract shall accompany each Proposal in accordance with the Instructions to Proposers. A 100% performance and payment bond is required after contract award.

Pursuant to Ark. Code Annotated 22-9-203, the City of Fayetteville encourages all qualified small, minority and women business enterprises to propose and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all prospective proposers to subcontract portions of their contract to qualified small, minority, and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

By: Andrea Foren, Purchasing Agent

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END OF SECTION 00020

SECTION 00100

INFORMATION FOR PROPOSERS

- 1.) All proposers shall provide copies of references, licenses, and the most recent audited financial statements plus any interim financial statements available with the proposal. These documents will not count toward the 20 page proposal limit. The selected proposer(s) shall provide copies of proof of adequate insurance, and bonding after contract award.
- 2.) All proposers shall be in compliance with all Federal, State, and Local requirements and regulations.
- 3.) Awarded contractor shall use load ticket requirements to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of. Awarded contractor shall provide all documentation and information as listed in attached sample forms.
- 4.) All payment provisions in proposal form and invoicing shall be based on unit prices, on a per cubic yard basis.
- 5.) No payments or bids may be based on time and material costs.
- 6.) Awarded contractor(s) shall submit invoices regularly and for no more than thirty (30) day periods. Invoices shall be submitted for each calendar month and shall be submitted no later than the 10th of the following month.
- 7.) Contract(s) resulting from this bidding document may be terminated for convenience at any time for any reason.
- 8.) Contractor may subcontract out and limit use of subcontractors to ONLY those approved by the City of Fayetteville. No contractor shall subcontract greater than forty percent (40%) of work assigned under any contract issued from this request for proposal.
- 9.) Awarded contractor shall use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- 10.) Awarded contractor shall provide a safe working environment, including properly constructed monitoring towers.
- 11.) All contract amendments and modifications shall be made in writing and properly approved by the City of Fayetteville Mayor and City Council.
- 12.) Awarded contractor shall obtain adequate payment and performance bonds and insurance coverage as described in this document.

- 13.) A 5% bid bond shall be submitted with all proposals. Bid bond percentage shall be figured on total amount of work proposed. After contract award, contractor shall provide the following:
- a. Adequate Certificate of Insurance, listing the City of Fayetteville as an additional insured
 - b. 100% performance and payment bond based on awarded contract dollar amount from the City of Fayetteville.
- 14.) No Proposer shall claim to be "FEMA Certified". FEMA does not certify, credential, or recommend debris contractors.
- 15.) No separate line items, for invoicing, payment, and bidding shall be allowed for stumps 24 inches and smaller in diameter; these shall be treated as normal debris.
- 16.) No contractor or bidder shall make eligibility determinations in relation to FEMA; only FEMA has appropriate authority.
- 17.) This contract and bid shall not be used to "piggy back" with any entity as piggybacking may jeopardize FEMA funding.
- 18.) Proposals shall be received at the address listed below and are due by Tuesday, February 17th, 2009 before 10:00 AM, Central Standard Time:

City of Fayetteville
Attention: Andrea Foren – Room 306
113 W. Mountain
Fayetteville, AR 72701

- 19.) It is the responsibility of the Proposer to have its sealed proposal at the Purchasing Office **prior to the date and time of opening**. No late proposals will be accepted. Proposals received after the scheduled proposal deadline will remain unopened and will not be considered.
- 20.) The City of Fayetteville reserves the right to reject any or all proposals, waive formalities and make the award based on the best interest of the City.
- 21.) It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- 22.) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail

(aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- 23.) Any conditions or expectations on the part of the Proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
- 24.) At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each proposer shall submit the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. THIS INFORMATION SHALL BE PROVIDED ON THE ATTACHED FORM TITLED "PROPOSER PRIMARY CONTACT INFORMATION". Proposer's primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Monday, February 16, 2009, Tuesday, February 17, 2009, Wednesday, February 18, 2009, Thursday, February 19, 2009, Friday, February 20, 2009.**
- 25.) The City will not be responsible for misdirected proposals. Proposer should call the Purchasing Office at (479) 575-8220 to insure receipt of their proposal documents prior to opening time and date listed above.
- 26.) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- 27.) The RFP and any addenda issued may be obtained from at www.accessfayetteville.org and clicking "Bids, RFP's and RFQ's" then selecting the tab titled "RFP's". Proposers are at liberty and are encouraged to expand upon the details, qualifications and proposals to give additional evidence of their ability to perform and provide a system as described in this RFP. All updates and changes to the RFP will be posted on the website and Proposers are encouraged to check daily for new information or updates. Each Proposer is required before submitting a proposal to be thoroughly familiar with the requirements and specifications listed in this RFP. Additional allowances will not be made due to Proposers' lack of knowledge relating to the terms, conditions and specifications contained within this RFP. It is the responsibility of the Proposer to determine if any component(s) of this specification do not meet the required standards of applicable federal, local, state law or specifications.

- 28.) The proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- 29.) ***The Proposer is required to submit one (1) original and eight (8) copies of the proposal. In addition, one (1) electronic copy of all submitted documents shall be submitted on a properly labeled CD. The use of Adobe (PDF) is highly recommended but not mandatory. All electronic copies shall be compatible with Adobe and Microsoft Windows applications.
- 30.) It is intended that the all documents pertaining to this request for proposal shall define and describe the complete services to which they relate.
- 31.) The Proposer is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services required. Failure to examine these areas will not relieve the successful Proposer of his obligation to furnish all deliverables and services necessary to carry out the provisions of the contract.
- 32.) The City of Fayetteville will consider the degree to which each Proposer has submitted a complete proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.
- 33.) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- 34.) The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- 35.) The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or

authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

- 36.) Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.
- 37.) All work resulting in this contract shall be completed within one hundred twenty (120) days for debris removal and one hundred sixty (160) days for debris collection site closure from date of notice to proceed.
- 38.) The City of Fayetteville reserves the right to deviate from estimated quantities presented on these forms.
- 39.) Several sample forms are attached. Awarded Contractor agrees to use these forms or any other form as instructed by the City to assure proper and adequate documentation, security, etc.
- 40.) Awarded Contractor shall submit a safety action plan covering all aspects of the contractor's operations at the same time Contractor submits bonding and insurance documents.

The City will utilize the Professional Services Selection Policy & Procedure of the City (PU-13) to select the contractor(s). A professional selection committee will select the most qualified firm for the job by grading the firms based on the following percentage point structure:

- 1.) Qualifications in relation to scope of work = 25%
- 2.) Experience, competence, & capacity for performance = 25%
- 3.) Proposed method of doing work = 15%
- 4.) Past performance = 15%
- 5.) Price = 20%

The submitted proposals will be reviewed by a Professional Selection Committee. The Committee will make a recommendation to the Fayetteville City Council for the selected contractor or contractors. The selected contractor(s) will be expected to enter into a contract with the appropriate engagement provisions.

Other Considerations & Reservations:

1. All proposals should be concise and limited to 20 pages of written text, with an appendix listing past projects (which will not count toward 20 page limit). Proposers shall also submit all required documents, as instructed in this RFP.

Section 00300 – Statement of Disclosure
Section 00301 – Debarment, Suspension, and Other Responsibility Matters
Section 00305 – Primary Contacts
Section 00310 – Proposal
Section 00311 – Proposer's Statement of Subcontractors
Section 00312 – Bid Bond
Section 00420 – Statement of Proposer's Qualifications

These documents do not count towards the 20 page limit. All Proposers should include a 3 page maximum executive summary. The executive summary does not count toward the 20 page limit.

2. All proposals shall disclose any involvement in current litigation on any aspect of work described in this document. Failure to do so would serve as grounds for severing any contractual relationship.

END OF SECTION 00100

SECTION 00212

SUPPLEMENTAL INFORMATION FOR PROPOSERS

1.0 GENERAL

The purpose of this contract is for vegetative storm debris removal and tree trimming & removal within public lands and rights of way (ROW), and debris disposal site operations management.

2.0 GENERAL SCOPE OF SERVICES

- 2.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the City of Fayetteville ROW and other described locations.
- 2.2. The debris shall be taken to the approved dumpsites as indicated. All necessary permits shall be obtained by the Contractor.
- 2.3. The estimated amount of debris to be removed under this contract is shown on the individual bid schedules, but not guaranteed. The unit price on the individual bid schedules will be used for payment.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the City of Fayetteville or designee shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City of Fayetteville prior to beginning the work.
- 2.5. Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting the debris; 3) hauling the eligible debris to the approved dumpsites. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract. The City of Fayetteville designee shall be immediately notified of any ineligible debris placed at the right of way for collection.
- 2.6. No debris shall be burned under this contract.
- 2.7. The Contractor shall make a maximum of three (3) passes with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City of Fayetteville designee.

- 2.8. Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract. The Contractor shall not cut down or trim any trees that have not been **Marked** by the Urban Forestry Services or requested by the City of Fayetteville or its designated representative
- 2.9. Tree Trimming and Cutting
- 2.9.1 No tree trimming and cutting can be performed until authorized in writing by the City of Fayetteville. Any individuals trimming or cutting trees must first obtain City of Fayetteville Arborist Certification.
- 2.10. Contractors shall note that much of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City of Fayetteville. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.11. The Contractor shall use equipment and perform work in a manner to prevent damages to the City of Fayetteville's infrastructure facilities and adjacent ROW's, including all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City of Fayetteville. All equipment shall be approved by the City of Fayetteville prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.12. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.13. The City of Fayetteville and its contracting agents reserve the right to inspect the site, verify quantities and review operations at any time.
- 2.14. All work shall be accomplished in a safe manner in accordance with City of Fayetteville and OSHA standards.

3.0 LOAD TICKETS

3.1. Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. The Contractor shall provide all load tickets to the City of Fayetteville. A copy of the load ticket to be used by the contractor shall be submitted for City of Fayetteville approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts. A sample load ticket is included as an attachment.

3.2. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)

3.3 A minimum four-part load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the City monitor and the fourth copy will be for FEMA. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION

4.1 Eligible Debris. Eligible debris is considered all storm related vegetative debris which is located within the public right of way and City owned property and defined below.

4.2 Stumps: The removal and disposal of all stumps shall be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor. Stumps 24" or larger hauled separate from other debris shall be individually measured

and converted to cubic yards using an approved conversion table to be provided by the City's representative. Uprooted stumps with an exposed root ball on improved public property or ROW 24" or larger that create an immediate threat to life, public health, and safety which have to be extracted by mechanical means maybe addressed on a case by case basis by the City after FEMA approval. Stumps not approved in advance by FEMA shall be paid for on a cubic yard basis.

- 4.3. Debris: Only storm related vegetative debris including trees, limbs, trunks, and stumps shall be collected under this contract. No other materials of any type shall be collected.

5.0 PERFORMANCE SCHEDULE

- 5.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2. Prior to commencing debris removal operations a contractor shall, at the City of Fayetteville's direction, provide a work plan showing where operations will begin and which streets/roads, parks, and other areas will be cleared on a 7 and 14 day projection. The plan shall be updated daily and provided to the City weekly basis, no later than noon Wednesday.
- 5.3. The Contractor will be required to work, at a minimum, a ten (10) hour day, seven (7) days a week during the first pass removal phase. The Contractor will be required to work, at a minimum, a ten (10) hour day six (6) days a week during the remaining debris removal passes. The City of Fayetteville reserves the right to extend or reduce the hours and days of operation during the contract period. All activity associated with debris operations shall be performed during daylight hours. The contractor may work 7 days per week including holidays or as directed by City of Fayetteville. The Contractor may work more than ten (10) hours per day if approved, provided all work is performed during daylight hours. Debris site operations at the two approved debris disposal sites may operate longer hours and during darkness upon written approval from the City of Fayetteville.
- 5.4. Maximum allowable time for completion shall be one hundred twenty (120) calendar days for all debris removal, and one hundred sixty (160) calendar days for closure of disposal sites, unless the City of Fayetteville initiates additions or deletions to the contract by written change order. Both parties pursuant to applicable city, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5. Liquidated damages shall be assessed at a rate of \$2,000 per calendar day per quadrant in which the contractor is removing and disposing of debris.
- 5.6. The Contractor shall be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment

during debris removal. The contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc., caused by the Contractor's equipment and personnel. The Contractor shall preserve and protect all existing structures, infrastructures, vegetation, etc., on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mail boxes on the same day which the damage occurred. The contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving said claim. The Contractor shall provide the City with a weekly report outlining the status of all damage concerns and claims.

6.0 EQUIPMENT

- 6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and shall not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City of Fayetteville. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor shall inspect all equipment prior to use. The City of Fayetteville will provide a form for this purpose.
- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. The signs shall be approved by the City of Fayetteville. Magnetic signs are not permitted. The signs shall contain the following information:
- Company Name
 - Truck Number
 - Cubic Yardage with or without sideboards
 - Inspector's Name and Date

An example sign is included as an attachment.

- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the City of Fayetteville all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall

be numbered and clearly display the load capacity for identification with a permanent marking. The City of Fayetteville or its designee may, at any time, request that the trucks be re-measured. The Contractor shall notify the City of Fayetteville each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

- 6.4. Trucks or equipment which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the City of Fayetteville.
- 6.6. Contractors who are responsible for an operating quadrant which contain a City of Fayetteville disposal site are responsible for all operations of said disposal site, to include but not limited to:

- 6.6.1. chipping all eligible debris;
- 6.6.2. traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, stormwater management, and security and safety measures;
- 6.6.3. internal road network to allow for separate ingress and egress from the site;
- 6.6.4. site management with a full time dedicated project manager on site;
- 6.6.5. The Contractor shall manage the site to accept debris collected under other contracts if authorized by the City, and the Contractor will not be paid for debris delivered to the debris site that was brought in by others. The Contractor shall manage the site to accept debris brought to the debris site by private Citizens, other City departments, volunteers and others if authorized by the City. The Contractor will not be paid for hauling costs for debris delivered to the debris site by others. The contractor will NOT accept any debris brought to the debris site by private Commercial businesses that do not have contracts with the City. The Contractor shall direct traffic entering and leaving the site, and shall direct dumping operations at the site. The contractor will maintain all of the required documentation required under this contract for others with City Contracts, Citizens, volunteers, other City Departments, other governmental agencies and jurisdictions, and other approved City groups. Debris delivered to this site by Citizens, volunteers, other City Departments, other governmental agencies and jurisdictions, and other approved City groups shall be separated into separate piles that cannot be merged. The Contractor will be paid for reduction and disposal, as required under this contract, for debris brought to the debris site and for unchipped debris already located at the debris site;
- 6.6.6. Restoring the site to natural vegetative conditions.
- 6.7. The Contractor responsible for disposal site operation shall provide an inspection tower at each dumpsite. This tower shall be constructed such that the City of Fayetteville monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing the volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and ½" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift to be used in place of the constructed tower. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the City of Fayetteville. The contractor shall provide portable restroom facilities at all dump sites.
- 6.8. All debris shall be mechanically loaded and reasonably compacted.

7.0 REPORTING

- 7.1. The Contractor shall submit a report to the City of Fayetteville each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:
- Contractor's Name
 - Contract Number
 - Truck Number
 - Location of work
 - Day of Report
 - Daily and cumulative totals of debris removed, by category
- 7.2. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.
- 7.3. The Contractor shall provide the City with a weekly report outlining the status of all damage concerns and claims.

8.0 OTHER CONSIDERATIONS

- 8.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2. The Contractor shall be duly licensed in accordance with city, state, and county statutory requirements to perform the work.
- 8.3. The Contractor shall be responsible for taking corrective action in response to 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 for any such violations shall be at no additional cost to the City of Fayetteville.
- 8.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with City of Fayetteville and OSHA standards.
- 8.5. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

- 8.6. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local requirements for dust control.
- 8.7. The City of Fayetteville may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

9.0 FINAL DISPOSITION

All vegetative debris is to be ground to wood chips. Final disposition of these chips is not known at this time.

10.0 MEASUREMENT

Measurement for all debris removed shall be as shown on the Proposal.

11.0 BONDING AND INSURANCE

- 11.1. Prior to signing of contract, Contractor agrees to furnish the City of Fayetteville with all applicable certificates of insurance, listing the City of Fayetteville as an additional insured. Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements. In addition, a 100% performance and payment bond equal to the contract amount is required within 24 hours of award of the contract. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.

11.1.1 Worker's Compensation

- | | | |
|----|-----------------------|-----------|
| A. | State: | Statutory |
| B. | Applicable Federal: | Statutory |
| C. | Employer's Liability: | \$500,000 |

11.1.2 Comprehensive General Liability Insurance, includes Completed Operations:

- A. Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
- B. Property Damage Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

11.1.3 Contractual Liability Insurance:

- A. Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate
- B. Property Damage Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

11.1.4 City of Fayetteville's and Contractor's Protective Liability Insurance:

- A. Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

- B. Property Damage Liability:
\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

11.1.5 Automobile Liability:

- A. Bodily Injury Liability:
\$1,000,000 Each Person
\$2,000,000 Annual Aggregate
- B. Property Damage Liability:
\$ 250,000 Each Occurrence

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

12.0 PAYMENT

- 12.1. Payment for work completed may be invoiced on a monthly basis. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the contractor in the attached PROPOSAL. The City of Fayetteville will pay all invoices net 30 days from the date of invoice.
- 12.2. Time is of the essence to the performance hereunder and the City of Fayetteville shall recover from the Contractor any delay costs caused by the acts or omissions of the contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within thirty days following the date of hand delivery to the City of Fayetteville authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the thirty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.
- 12.3. The City of Fayetteville authorized agent shall retain a percentage of said payment equal to 5% of the value of each pay estimate. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

12.4. The City of Fayetteville may withhold payment or final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City of Fayetteville authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City of Fayetteville authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 PRIORITY OF WORK

13.1. The Contractor shall schedule his work in the most efficient manner possible, provided the following priorities.

13.1.1. First Priority shall be given to numbered Arkansas State Highways.

13.1.2. Second priority shall be given to City owned four lane streets.

13.1.3. Third priority shall be given to roads within four hundred (400) yards as measured by road centerline distance, from schools and healthcare facilities.

13.1.4. All other roads shall be cleared in the most efficient fashion as determined by the Contractor.

14.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

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

15.0 WARRANTIES AND REPRESENTATIONS

15.1. This contract is binding upon and inures to the benefit of the City of Fayetteville and is the whole agreement of the parties and governed by the Law of the State of Arkansas. Arkansas law shall prevail in all cases at all times.

- 15.2. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications. The attached debarment suspension form shall be included as part of the proposal.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

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

time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1. At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in the City of Fayetteville, Arkansas during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City of Fayetteville's authorized agent at the time of award.
- 17.2. The only City of Fayetteville personnel authorized to receive any Notice required hereunder is the City of Fayetteville's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the City of Fayetteville, Arkansas.

18.0 OTHER CONTRACTS

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

19.0 TERMINATION

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

20.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required for bonding and insurance of this contract within the specified time limit, and provide a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide the City of Fayetteville the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses

caused by the negligent actions of the Contractor or its Employees to the City of Fayetteville.

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

As agreed upon by the Fayetteville City Council and DRC Emergency Services, LLC, local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

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

FREEDOM OF INFORMATION: City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

JURISDICTION: Legal jurisdiction to resolve any disputes shall be interpreted under Arkansas law.

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END OF SECTION 00212

SECTION 00300
STATEMENT OF DISCLOSURE

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City of Fayetteville
Statement of Disclosure (to be submitted with all Proposals)

This page does not count towards page limitations set forth in this request for proposal.

DISCLOSURE STATEMENT:

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

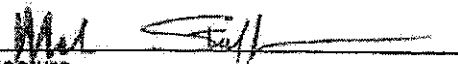
XX 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL:

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Mark Stafford
Printed Name


Signature

February 13, 2009
Date

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END OF SECTION 00300

SECTION 00301

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Mark Stafford Chief Operations Officer
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

2-13-09
Date

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END OF SECTION 00301

SECTION 00305

PRIMARY CONTACT INFORMATION

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City of Fayetteville

Proposer Primary Contact Information – TO BE SUBMITTED WITH ALL PROPOSALS

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone. Proposer's primary contact shall be available for phone and e-mail clarification from the hours of 8:00AM to 8:00 PM for the following dates: Monday, February 16, 2009, Tuesday, February 17, 2009, Wednesday, February 18, 2009, Thursday, February 19, 2009, Friday, February 20, 2009.**

PART I: Primary Contact Information

Name of Firm: DRC Emergency Services, LLC

Name of Primary Contact: Mark Stafford

Title of Primary Contact: Chief Operations Officer

Phone#1 (cell preferred): 504-415-7945 Phone#2: 251-343-3581

E-Mail Address: mstafford@drcusa.com

PART II: Contact for Legally Binding Contracts

Is the primary contact (listed in Part I) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

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END OF SECTION 00305

SECTION 00310

PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306

113 W. MOUNTAIN

FAYETTEVILLE, AR 72701

DATE: February 19, 2009 at 10:00 a.m. LOCAL TIME

Proposal of: DRC Emergency Services, LLC

Address: 740 Museum Drive

Mobile, AL 36608

Proposal For: STORM DEBRIS SERVICES

Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

Proposer will complete the Work for the unit prices as listed in the Proposal Form.

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Debris Estimate Worksheet

Vegetative Debris Removal

		NE Quad	NW Quad	SE Quad	SW Quad	Total
Public/Private Roads	Linear Miles	101.46	148.32	129.94	144.62	524.34
	Canopy Acres	925	774	1461	1204	4364
	Cubic Yards	82325	68886	130029	107156	388396
Park Land	Canopy Acres	45.2	56	14.2	17.4	132.8
	Cubic Yards	4023	4984	1264	1549	11,819
Trails	Linear Miles	1.79	6.42	0.77	1.62	10.60
	Canopy Acres	0	18	4	6	27
	Cubic Yards	4	1579	320	496	2399
Streams	Linear Miles	14	12	14	23	63
	Canopy Acres	24	26	32	55	136
	Cubic Yards	2136	2319	2812	4879	12146
Other Sites	Canopy Acres	19	11	17	11	58
	Cubic Yards	1691	979	1513	979	5162
TOTAL Canopy Acres		1013	885	1527	1293	4718
TOTAL Cubic Yards		90,179	78,747	135,937	115,059	419,922

All volume calculations are based on 89 cubic yards of debris per canopy acre.

Trees Needing to Be Pruned and Removed

		NE Quad	NW Quad	SE Quad	SW Quad	Total
Public/Private Roads	Trees Removed	466	390	737	607	2200
	Trees Pruned	1908	1596	3013	2483	9000
Park Land	Trees Removed	23	28	7	9	66.9312
	Trees Pruned	93	115	29	36	274
Trails	Trees Removed	0	9	2	3	13.58
	Trees Pruned	0	37	7	11	56
Streams	Trees Removed	12	13	16	28	69
	Trees Pruned	49	54	65	113	281
Other Sites	Trees Removed	10	6	9	6	29
	Trees Pruned	39	23	35	23	119
TOTAL Trees Removed		511	446	770	652	2379
TOTAL Trees Pruned		2,089	1,824	3,150	2,666	9,730
Trees Removed < 24"		485	424	731	619	2,260
Trees Removed => 24"		26	22	38	33	119

Equivalent trees removed per canopy acre:

2200/4364

0.504125

Equivalent trees pruned per canopy acre:

9000/4364

2.062328

Estimate 1 in 20 is > 24"

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Contract Section 1, Northwest Quadrant:

<u>Item</u>	<u>Item Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amt</u>
1	Removal of vegetative debris from assigned load site to disposal site including pickup/hauling/disposing	78,747	cy	\$3.24	\$255,140.28
2	Stump grubbing/removal 24" - 48"	45	cy	\$34.00	\$1,530.00
3	Stump grubbing/removal > 48"	9	cy	\$40.00	\$360.00
4	Tree removal & disposal 6" = 24" DBH	42	ea	\$85.00	\$3,570.00
5	Tree removal & disposal > 24" DBH	22	ea	\$215.00	\$4,730.00
6	Limb removal per tree	1,824	ea	\$32.00	\$58,368.00
7NW	Management, processing and loading of all debris and/or residue at the disposal site; including locating, preparing and layout of sites; management, maintenance, and operation of the site; the receiving, sorting, segregation, processing and reduction of debris (as described in other sections of this bid) per cubic yard of material processed	0	cy	\$1.18	\$0.00

Total Base Proposal, Contract Section 1, Northwest Quadrant as outlined on Proposal Form:

three hundred twenty three thousand, \$ 323,698.28
 Amount in Words Figures
 six hundred ninety eight dollars and
 twenty eight cents.

We, the undersigned, have declined to propose on Contract Section 1, Northwest Quadrant.


 SIGNATURE AND TITLE

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Contract Section 2, Northeast Quadrant:

<u>Item</u>	<u>Item Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amt</u>
1	Removal of vegetative debris from assigned load site to disposal site including pickup/hauling/disposing	90,179	cy	\$ 3.19	\$287,671.01
2	Stump grubbing/removal 24" - 48"	45	cy	\$ 34.00	\$1,530.00
3	Stump grubbing/removal > 48"	9	cy	\$ 40.00	\$360.00
4	Tree removal & disposal 6" - 24" DBH	485	ea	\$ 75.00	\$36,375.00
5	Tree removal & disposal > 24" DBH	26	ea	\$ 150.00	\$3,900.00
6	Limb removal per tree	2,089	ea	\$ 32.00	\$66,848.00
7NE	Management, processing and loading of all debris and/or residue at the disposal site; including locating, preparing and layout of sites; management, maintenance, and operation of the site; the receiving, sorting, segregation, processing and reduction of debris (as described in other sections of this bid) per cubic yard of material processed	0	cy	\$ 1.18	\$0.00

Total Base Proposal, Contract Section 2, Northeast Quadrant as outlined on Proposal Form:

three hundred ninety six thousand,
Amount in Words
Six hundred eighty four dollars and
one cent.

\$ 396,684.01
Figures

We, the undersigned, have declined to propose on Contract Section 2, Northeast Quadrant.

Mark S. Sullivan
SIGNATURE AND TITLE

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Contract Section 3, Southwest Quadrant:

<u>Item</u>	<u>Item Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amt</u>
1	Removal of vegetative debris from assigned load site to disposal site including pickup/hauling/disposing	115,059	cy	\$ 3.19	\$ 367,038.21
2	Stump grubbing/removal 24" - 48"	54	cy	\$ 34.00	\$ 1,836.00
3	Stump grubbing/removal > 48"	11	cy	\$ 40.00	\$ 440.00
4	Tree removal & disposal 6" = 24" DBH	619	ea	\$ 75.00	\$ 46,425.00
5	Tree removal & disposal > 24" DBH	33	ea	\$ 150.00	\$ 4,950.00
6	Limb removal per tree	2,666	ea	\$ 32.00	\$ 85,312.00
7S W	Management, processing and loading of all debris and/or residue at the disposal site at 5 South 54th Avenue; including preparing and layout of site; management, maintenance, and operation of the site; the receiving, sorting, segregation, processing and reduction of debris (as described in other sections of this bid) per cubic yard of material processed	300,000	cy	1.00	\$ 300,000.00
8	Reduction and processing of existing onsite debris	20,000	cy	1.00	\$ 20,000.00

Total Base Proposal, Contract Section 3, Southwest Quadrant as outlined on Proposal Form:

eight hundred twenty six thousand, one
Amount in Words
dollar and twenty one cents.

\$ 826,001.21
Figures

We, the undersigned, have declined to propose on Contract Section 3, Southwest Quadrant.

Mal. Sull
SIGNATURE AND TITLE

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Contract Section 4, Southeast Quadrant:

Item	Item Description	Est. Qty	Unit	Unit Price	Extended Amt
1	Removal of vegetative debris from assigned load site to disposal site including pickup/hauling/disposing	135,937	cy	\$3.22	\$437,717.14
2	Stump grubbing/removal 24" - 48"	65	cy	\$34.00	\$2,210.00
3	Stump grubbing/removal > 48"	15	cy	\$40.00	\$600.00
4	Tree removal & disposal 6" = 24" DBH	731	ea	\$75.00	\$54,825.00
5	Tree removal & disposal > 24" DBH	38	ea	\$175.00	\$6,650.00
6	Limb removal per tree	3,150	ea	\$32.00	\$100,800.00
7SE	Management, processing and loading of all debris and/or residue at the disposal site at 1400 North Fox Hunter Road; including preparing and layout of site; management, maintenance, and operation of the site; the receiving, sorting, segregation, processing and reduction of debris (as described in other sections of this bid) per cubic yard of material processed	250,000	cy	\$1.00	\$250,000.00
8	Reduction and processing of existing onsite debris	20,000	cy	\$1.00	\$20,000.00

Total Base Proposal, Contract Section 4, Southeast Quadrant as outlined on Proposal Form:

eight hundred seventy two thousand, \$ 872,802.14
 Amount in Words Figures
 eight hundred two dollars and
 fourteen cents

We, the undersigned, have declined to propose on Contract Section 4, Southeast Quadrant.

Mr. Stiff
 SIGNATURE AND TITLE

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The undersigned **Proposer** proposes and agrees, if this Proposal is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **Proposer** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

Proposer accepts all of the terms and conditions of the **Information for Proposers**, including without limitation those dealing with the disposition of **PROPOSAL SECURITY**. This **PROPOSAL** will remain open for ninety (90) days after the day of **PROPOSAL Opening**. **Proposer** will sign the **Agreement** required by these **Contract Documents** within three (3) calendar days after the date of **CITY OF FAYETTEVILLE'S** Notice of Award.

In submission of this **PROPOSAL**, **Proposer** represents, as more fully set forth in the **Agreement**, that **Proposer** has examined all **CONTRACT DOCUMENTS** (including but not limited to **Advertisement**, **Invitation to Propose** and the **Information for Proposers**) and the following **ADDENDA**: 1, 2

Failure to list all necessary Addenda issued by the **OWNER** or the **ENGINEER** could mean the **PROPOSAL** submitted by the **Proposer** may be deemed unresponsive and not read publicly.

In submission of the **PROPOSAL**, **Proposer** represents that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **Proposer** deems necessary.

In submission of the **PROPOSAL**, **Proposer** represents that this **PROPOSAL** is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The **Proposer** represents that they have not directly or indirectly induced or solicited any other **Proposer** to submit a false or sham **PROPOSAL**. The **Proposer** represents that they have not solicited or induced any person, firm or corporation to refrain from proposing and have not sought by collusion to obtain for themselves any advantage over any other **Proposer** or over the **CITY OF FAYETTEVILLE**.

All terms used in the **PROPOSAL** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents**.

Attached to this **PROPOSAL FORM** is the required **PROPOSAL Security** in the form of a Bid Bond or Certified Check in the amount of five (5) percent of the Total Proposal Amount.

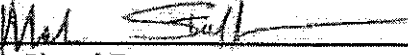
Proposer submitting this **PROPOSAL** is:

☒ A Limited Liability Company
Corporation, incorporated in the State of Alabama

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

DRC Emergency Services, LLC
General Contractor (Firm Name)


Signed By

Chief Operations Officer
Title

2-13-09
Date

740 Museum Drive
Address

Mobile, AL 36608

251-343-3581 Fax: 251-343-2221
Telephone Number & Fax

0184780409
Contractor's License Number

END OF SECTION 00310

RFP 09-04, Addendum 1 & 2



Date: Friday, February 13, 2009

To: All Prospective Vendors

From: Andrea Foren, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 09-04, STORM DEBRIS SERVICES

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

• RFP 09-04, has the following modifications and clarifications:

- 1.) To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Tuesday, February 17, 2009 at 10:00 AM**, Central Standard Time.
- 2.) Section 00100, page 1, Paragraph 8 is removed and replaced with the following: Contractor may subcontract out and limit use of subcontractors to ONLY those approved by the City of Fayetteville. No contractor shall subcontract greater than forty percent (40%) of work assigned under any contract issued from this request for proposal.
- 3.) Section 00100, page 1, Paragraph 1 is removed and replaced with the following: All proposers shall provide copies of references, licenses, and the most recent audited financial statements plus any interim financial statements available with the proposal. These documents will not count toward the 20 page proposal limit. The selected proposer(s) shall provide copies of proof of adequate insurance, and bonding after contract award.
- 4.) Section 00310, page 13: Acknowledgement of receipt of this Addendum shall count as acknowledgement of receipt of both Addendum 1 and Addendum 2. Signing and returning this addendum document counts as acknowledgement of receipt of this Addendum. This shall not count towards the 20 page limit.
- 5.) Section 00310, page 14: Delete the line referencing Contractor's License Number. No license number need be submitted with the proposal. However, this does not waive the requirement for all contractors to meet all applicable federal, state, and local licensing requirements.
- 6.) Per Section 00212, page 2, paragraph 2.9.1: City of Fayetteville Arbor Certification is required of ALL contractors. Other certifications alone do not meet this requirement.
- 7.) Both disposal sites referred to in the RFP are owned by the City of Fayetteville. Neither tipping fees nor rent are required to be paid.
- 8.) A page is counted as one side of one sheet of 8½" by 11" paper containing any print. A sheet of paper with double sided printing shall count as two pages.

Acknowledge Addendum #1 and Addendum #2:

Printed Name: Mark Stafford

Signature: [Signature]

Title: Chief Operator Date: 2/13/09

Company: DRC Emergency Services, LLC

RFP 09-04, Addendum 3



Date: Friday, February 13, 2009

To: All Prospective Vendors

From: Andrea Foren, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 09-04, STORM DEBRIS SERVICES

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

- **RFP 09-04, has the following modifications and clarifications:**

- 1.) To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas 72701 before **Tuesday, February 17, 2009 at 2:00 PM**, Central Standard Time.

Acknowledge Addendum #3:	
Printed Name:	MARK STAFFORD
Signature:	
Title:	C.O.O.
Date:	2/17/09
Company:	DRC EMERGENCY SVCS

SECTION 00311

PROPOSER'S STATEMENT OF SUBCONTRACTORS

The undersigned **PROPOSER** proposes and agrees, if this **PROPOSAL** is accepted, to use the following proposed subcontractors on this **Work**:

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. <u>Cahaba Disaster Recovery, LLC</u>	<u>4619 Springhill Ave</u> <u>Mobile, AL 36608</u>	<u>Removal of vegetative debris,</u> <u>stump grinding, tree removal</u>
2. <u>CDP, Inc.</u>	<u>PO Box 2824</u> <u>Bay St. Louis, MS</u> <u>39520</u>	<u>Removal of vegetative debris,</u> <u>stump grinding, tree removal</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

The undersigned **PROPOSER** agrees that sixty percent (60%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: 2-13-09

Signed: Mal Staff

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END OF SECTION 00311

SECTION 00312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
DRC EMERGENCY SERVICES, LLC as Principal, and
SAFECO INSURANCE COMPANY OF AMERICA as Surety, are
hereby held and firmly bound unto the City of Fayetteville, hereinafter called the OWNER in the
penal sum of FIVE PERCENT (5%) OF THE AMOUNT BID----- for payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Fayetteville a certain PROPOSAL, attached hereto and hereby made a part hereof to
enter into a contract in writing, for Project _____

STORM DEBRIS SERVICES RFP#09-04

NOW, THEREFORE,

- (a) If said PROPOSAL shall be rejected, or
- (b) If said PROPOSAL shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said PROPOSAL) and shall furnish a BOND for his
faithful performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said PROPOSAL, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this 17th day of February, 2009.

DRC EMERGENCY SERVICES, LLC

Signature for Robert J. Isakson
(Principal)

SAFECO INSURANCE COMPANY OF AMERICA

(Surety)

By: *Signature*
Andrew P. Underwood, Attorney-in-Fact

END OF SECTION 00312

Arkansas Countersigning Agent:

Matthew K. Cashion, Jr.

Matthew K. Cashion, Jr.

The Cashion Company, Inc.

321 Scott Street, Little Rock, AR 72201



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 13364

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****ROBERT W. RUSS, III; ANDREW P. UNDERWOOD; Mobile, Alabama*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 13th day of November, 2008

Edmund C. Kenealy, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Edmund C. Kenealy, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of February, 2009



Edmund C. Kenealy, Secretary

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SECTION 00420

STATEMENT OF PROPOSER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The PROPOSER may submit any additional information he/she desires.

A. REQUESTS REGARDING PROPOSER

1. Name of Proposer.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. (If so, where and why?)
9. Have you ever defaulted on a contract? (If so, where and why?)
10. List similar project of the size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers.
11. List your major equipment currently available for this contract and designate whether owned or leased.
12. Background and experience of field personnel currently employed by your organization who will perform the work.
13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.
14. Give bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville.
16. Give bonding agent and limit.
17. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, provide a separate Statement of Proposer's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 00100 & Section 00311.



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

STATEMENT OF PROPOSER'S QUALIFICATIONS

1. **Name of Proposer:** DRC Emergency Services, LLC
2. **Permanent Main Office Address:** 740 Museum Dr., Mobile, AL 36608
3. **When Organized:** 2001 (DRC Group organized in 1989)
4. **Where Incorporated:** Alabama LLC
5. **How many years engaged in contracting under this name:** Approximately 20 (DRC Inc. was founded in 2009)
6. **Contracts on Hand:**

Contract Owner	Scope of Work	Percent of Completion
Plaquemines Parish, LA	Katrina Silt Removal	85% Complete
Plaquemines Parish, LA	Katrina Demolition	97% Complete
Plaquemines Parish, LA	Prowm Building	10% Complete
Plaquemines Parish, LA	District Eight Building	10% Complete
Plaquemines Parish, LA	Buras Auditorium	10% Complete
Plaquemines Parish, LA	Buras Library	10% Complete
Plaquemines Parish, LA	Port Sulphur Government Building	20% Complete
USACE	Coldwater Creek (MS) – Debris Removal	40% Complete
City of Houston	Hurricane Ike Debris Removal	95% Complete
Harris County Texas	Hurricane Ike Debris Removal	95% Complete
Galveston, Texas	Hurricane Ike Debris Removal	75% Complete
Jefferson County, Texas	Hurricane Ike Debris Removal	95% Complete
Jamaica Beach, Texas	Hurricane Ike Debris Removal	85% Complete
Jefferson County Drainage District Texas	Hurricane Ike Debris Removal	75% Complete
Trinity Bay Conservation District, Texas	Hurricane Ike Debris Removal	20% Complete
Texas DOT (Orange County, et al)	Hurricane Ike Debris Removal	20% Complete

North Topsail Beach, North Carolina	Beach Construction	0% Complete
New Orleans, LA	Katrina Demolition	85% Complete
New Orleans, LA	Katrina Selective Salvage	90% Complete
Jefferson Parish, Louisiana	Katrina Demolition	90% Complete

7. **General character of work performed:** DRC Emergency Services, LLC (DRC ES), part of the DRC family of companies (DRC), is among the leading disaster management companies in the United States that provide emergency preparation, response, and recovery from major catastrophes. The primary mission of DRC ES is professional, honest, and immediate response to natural and man-made disasters throughout the world. DRC and DRC ES have, over the past seventeen years, developed extensive experience and capabilities in emergency response and recovery involving, but not limited to:

- Disaster Management and Relief Services
- Debris Management
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction, Construction Management, and Demolition
- Hazardous Waste Remediation and Disposal
- Civil, Heavy, and Vertical Construction

8. DRC Emergency Services has not failed to complete any work awarded to it.

9. DRC Emergency Services has not defaulted on a contract.

10. **List similar projects of the size and magnitude of this project (References):**

Plaquemines Parish, Louisiana

8056 Highway 23

Suite 308

Belle Chasse, LA 70037

POC: Billy Nungesser, Parish President

Tel: (504) 274-2460

Dates of Service: May 2007 - Present

Approximate fee for services: Over **\$22,000,000**

Brief Description of Service: In the wake of **Hurricane Katrina**, DRC was contracted by the Plaquemines Parish Government to provide debris removal ROE, canal debris removal, ditch and culvert debris removal, repairs to the Port Sulphur Government Building, replacement of the Buras Auditorium and the District 8 Council Building.

Town of Amherst, New York

1042 North Forest Road

Williamsville, New York 14221

POC: Robert Anderson, Superintendent of Highways

Tel: (716) 631-5990

Dates of Service: October, 2006 – December, 2006

Approximate fee for services: **\$12,000,000**

Brief Description of Service: In the aftermath of the 2006 Winter Ice Storm "October

Surprise" DRC responded to Amherst, New York, removing approximately 800,000 cubic yards of debris and 30,000 trees.

Martin County, Florida

2151 SE Aviation Way
Stuart, Florida 34996
POC: Darrell Wright, Field Operations Supervisor
Tel: 772-221-1394 ext. 4; Cell: 772-260-6066; Fax: 772-221-1466
Email: dwright@martin.fl.us
Dates of service: 2004-2006
Approximate fee for services: **\$25,000,000**
Brief description of service: Clearance of hurricane generated debris following **Hurricanes Jeanne and Frances (2004) and Hurricane Wilma (2005)**

Monroe County, Florida

1100 Simonton Street 2-216
Key West, Florida 33040
POC: Judy Steele-Clark, County Engineer
Tel: 305-295-4329; Cell: 305-393-7878; Fax: 305-295-4321
Email: Steele-Judith@monroecounty-fl.gov
Dates of service: 2005-2006
Approximate fee for services: **\$15,000,000**
Brief description of service: Clearance of hurricane generated debris following **Hurricanes Dennis, Katrina, Rita, and Wilma.**

Louisiana Department of Environmental Quality

P.O. Box 4303
Baton Rouge, LA 70821
POC: John Rogers
Tel: (225) 219-3266
Dates of Service: June 2006-Present
Approximate fee for services: **\$15,000,000**
Brief description of service: **Hurricane Katrina** Removal of Vehicles and Vessels, Vessel Recovery, Remediation and Disposal of Vehicles and Vessels

Louisiana Department of Transportation and Development

1201 Capitol Access Road
P.O. Box 94245
Baton Rouge, Louisiana 70804
POC: Gordon Nelson Assistant Secretary of Operations
Tel: (225) 925-7399
Dates of Service: September, 2005 – June, 2006
Approximate fee for services: Over **\$105,000,000**
Brief Description of Service: In the wake of **Hurricane Katrina** in September 2005, DRC was contracted by the Louisiana Department of Transportation and Development to provide debris removal in thirteen parishes including the most heavily affected parishes Orleans, St. Bernard, Plaquemines, Jefferson, and St. Tammany

Escambia County Florida

223 Palafox Place Suite 300
Pensacola, Florida 32501

POC: Bob McLaughlin, Assistant County Administrator
 Tel: (850) 595-4935/Cell: (850) 554-2772/Fax: (850) 595-4923

Email: bob_mclaughlin@co.esccambia.fl.us

Dates of Service: September 2004 – February 2006

Approximate fee for services: \$ 50,000,000

Brief description of service: Clearing and restoration of approximately 15 miles of Pensacola, Florida beaches destroyed by **Hurricane Ivan**. Removal and cleaning of beach sand, dune restoration and removal of remaining debris. Debris removal and condemnation of beachfront structures as directed by the Government. Management of ROE project.

11. DRC GROUP EQUIPMENT AND SUBCONTRACTOR EQUIPMENT

The DRC GROUP (DRC), which includes DRC Emergency Services, DRC, Inc, Equipment Leasing (EQL), and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC ES, DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets. In summary, DRC ES is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed

Included at this tab is a listing of DRC and subcontractor owned equipment, a listing of equipment owned by Cahaba Disaster Recovery (a subcontractor) and by CDP, Inc. (a subcontractor).

DRC GROUP EQUIPMENT

100 - Light Trucks				General Information			
Owner	Unit #	Year	Make	Color	Model	Serial #	Tag #
DRC	122	1999	Ford	WHI	F-150 4x2	1FTRF17W6XKB77365	AL 2B0939J
DRC	135	2000	Dodge	GRN	RAM2500 4x4	3B7KF236X1G171841	AL 2B9672L
DRC	136	2000	Dodge	GRN	Dakota 4x4	1B7GG2AX5YS703398	AL 2A1103Y
DRC	137	2000	Dodge	GRN	Dakota 4x4	1B7GG2AXXYS720925	AL 2A1104Y
DRC	138	2000	Dodge	RED	Dakota 4x4	1B7GG22X1YS703395	AL 2B9673L
DRC	148	2001	Nissan	WHI	Frontier XE 4x2	1N6ED27T81C362774	AL 2B0945J
DRC	149	2001	GMC	GRN	Denali 4x4	1GKEK63U91J209254	AL 2B0946J
DRC	155	2004	Cadillac	WHI	Escalade 4x2	1GYEK63N85R183669	AL 2c138c
DRC	157	2005	GMC	BLK	Yukon 4x4	1GKEK63U15J195744	AL 2c5161F
DRC	159	2005	GMC	WHI	Envoy 4x2	1GKDS13S052154898	AL 2c7379F
DRC	158	2005	GMC	SLVR	Envoy 4x2	1GKDS13S652286340	AL 2c5162F
EQL	162	2006	Ford, Crew Cab Lariat	WHI	F-250 4x4	1FTSW21596EA32289	AL 2c1431J
EQL	164	2006	Ford, Crew Cab Lariat	WHI	F-150	1FTPW145X5KE85526	AL 2c1435J
EQL	167	2005	GMC	GRY	YUKON	1GKEK63U45J200306	AL 2c1434J
EQL	168	2006	Ford, W/T - 2 door	WHI	F-150 4x2	1FTPX14536NA02505	AL 2c1432J
EQL	169	2006	Ford, Crew Cab Lariat	WHI	F-150	1FTPW14565FB56959	AL 2c1433J
EQL	170	2006	Ford	BLK	Expedition	1FMFU18516LA22760	AL 2c7610L
EQL	171	2006	GMC	GRY	Envoy 4x2	1GkDS13SX62247574	AL 2C8381L
EQL	172	2006	GMC	GRN	Envoy 4x2	1GKDS13S662225216	AL 2C8382L

EQL	173	2006	GMC	GRY	Envoy 4x2	1GKDS13S362263549	AL 2C7328M
EQL	174	2005	Infiniti	SLVR	QX56	5N3AA08CX5N805615	AL 2C8327M
EQL	175	2006	Ford, Extended Cab Lariat	WHI	F-250 4x4	1FTSX21P06ED29949	AL 2C8247M
EQL	176	2006	Ford, Extended Cab Lariat	WHI	F-250 4x4	1FTSX21PX6EC83403	AL 2pi1099A
EQL	177	2006	Ford, Crew Cab Lariat	WHI	F-150 4x4	1FTPW14596FA31441	AL 2C8246M
EQL	178	2006	Ford Reg Cab	WHI	F-150 4x2	1FTRF12WX6NA57265	AL 2pi1211A
EQL	179	2006	GMC	WHI	Envoy	1GKDS13S162228279	AL 2C0345P
EQL	180	2005	Ford	BRN	Explorer XLT	1FMZU73K75UC02458	AL 2C9147N
EQL	181	2005	Ford	SLVR	Explorer XLT	1FMZU73K05UB70873	AL 2C9146N
EQL	183	2006	GMC	SLVR	Envoy 4x4	1GKDT13SX62285318	AL 2C1538S
EQL	184	2004	Ford	GRN	Expedition	1FMFU18L34LB60988	AL 2C50275
EQL	185	2004	BMW	BLU	330CI	WBABW534X4PL42875	AL 2C4739Y
EQL	186	2005	Ford Armor level B6	WHI	Excursion	1FMSU41P35ES42418	
EQL	187	2005	Ford Armor level B6	WHI	Excursion	1FMSU41P55ED42420	
EQL	188	2005	Chevrolet Armor B6	SIL	Suburban	3GNGK26G65G244965	
EQL	189	2005	GMC	SIL	Envoy 4x2	1GKDS13S752309415	AL 2C11372
EQL	190	2002	Ford	BLK	Expedition	1FMU17LX2LA88635	
EQL	191	2006	Ford	WHI	F-650 4x2	3FRNW65R16V255189	AL 2x300427
EQL	192	2006	Chevrolet	BLK	Silverado C1500	1GCEC19VX6Z267359	AL 2D4093A
EQL	193	2006	Toyota	RED	Prius Hybrid	JTDKB20U663133239	AL 2D4092A
EQL	194	2006	Ford	GRY	F-150 4x2	1FTRX12W16NA90491	AL 2D4094A
EQL	195	2008	Cadillac	BLK	Escalade	1GYEC63818R1025958	AL 2C5764V
EQL	196	2008	Ford	BLK	Expedition (EB)	1FMFU17588LA26793	

300-Trucks				General Information			
Owner	Unit #	Year	Make	Color	Model	Serial #	Tag #
DRC	300	1996	GMC	WHI	TopKick	1GDJ7H1J3TJ509970	AL 2AP705178
DRC	315	1986	International	WHI	Vacuum Truck	2HTNFHYN0GCB12051	AL 2X300426
DRC	316	1994	International		9400 4x2	2HSFHEGT7RC080619	AL 2X35084
DRC	319	1994	International - Box	YEL	4900 4x2	1HTSDAAM1RH593325	AL 2X201292
DRC	324	1994	Freightliner	WHI	FLD12064ST	1FUVDZYB5RH864681	AL 2AP705178
DRC	326	2000	Volvo	WHI	VNL64T	4V4ND3JJ8YN241360	LA P122559
DRC	329	1994	Freightliner	WHI	FLD12064ST 6x4	1FUVDZYB5RP689600	AL 2AP705176
EQL	335	2003	Kenworth	WHI	Tandem T800	2NKDLV0X83J392848	

500 - Trailers				General Information			
Owner	Unit #	Year	Make	Color	Model	Serial #	Tag #
	500	1982	Polar American		40'	1873	None

DRC	501	1997	Trail King		24'	1TKC0242XVG039030	AL 2TR02900
DRC	509	1999	Haulmark	WHI	C510BS 10'	4XSCB1018XG009863	AL 2UTA7590
DRC	510	2000	Featherlite command center	GRY	5'X10'X53'	4 FG-L0532-3-YC028239	LA E487851
DRC	519	1998	Witzco	BLK	Drop Deck	1W8C31E24WS000656	AL 2TR02901
DRC	520	2000	Wallace	BLK	Lowboy	DLBT5031000000125	AL 2TR02904
DRC	523	2000	Viking	BLK	Lowboy	1V9CR4638YN062403	AL 2TR02903
DRC	527	2001	Viking	BLK	46' Lowboy	1V9CR46321N062452	AL 2TR02902
DRC	528	1998	Long - Boat Trailer		700 JBJ	1LGAMAM1XW1D05046	
DRC	531	2001	Express	WHI	UTIL 08 L5X8	4X4TSE2131U301974	AL 2UTA7588
DRC	534	2005	Port City Trailers	BLK	7x12 SDTA	4PCU2122751000030	AL 2UTB2673
LLC	535	2002	Iron Dog Trailer - Flat Bed		18' X 8'	SN5FELS18272C006881	AL A008703
EQL	536	2005	Fleetwood RV	BRO	Pace Arrow 36D	5B4MP67G053402664	AL 2A4867
LLC	537	2006	Dream Coach	SIL	7403 Horse Trailer	1D9HG19256P397243	AL 2TR4251
EQL	538	2006	Hydraulic Boat Trailer	GRY	HSTA3800T	1H9SGWL324W138115	AL 2TR02906
EQL	539	2007	Carry-On Trailer	WHI	6x12 Cargo Trailer	4YMCL12197G066383	AL A008644
EQL	540	2006	Roadclipper	BLK	6.10x16 Flatbed	46UFU162361105798	
EQL	541	2007	Roadclipper	BLK	6.10x16 Flatbed	46UFU162371108234	
EQL	542	2002	Haulmark TL	WHI	WT-L-BHP 6280	4XSG540362G041778	AL 2TR02905
EQL	543	2007	Econline	BLK	DP2425DA	42EDPKV2971000240	AL 2TR05893
EQL	544	2007	Haulmark TL	WHI	GRG85X32W	16HG532267G091896	AL 2TR05794

700 - Heavy Equipment				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	700	1992	Ford	655C	AB06712	Backhoe
	702	1997	Volvo	L90C	L90CV62681	Loader
	713	1984	Fiat-Allis	PL-60	004278	Side-Boom
	718	1984	Fiat-Allis	PL-60	004890	Side-Boom
	719	1984	Fiat-Allis	PL-60	004335	Side-Boom
EQL	721	2006	Kawasaki	Utility Tractor	JK1AFCJ1378511884	Tractor
EQL	722	2006	Terex RT780	80 ton Crane	14405	Crane
EQL	723	2006	Telescopic Forklift	LULL 1044C	160015829	Forklift
EQL	725	2004	Prentice 120 E-TS	Knuckleboom	PR59351	

1100 - Screening Equipment				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1111	1998	IRS	48"x60"	Special Built - Magnet	

1200 - Burners				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1201	1996	Quailco			Air Curtain
	1204	2001	Crochet Equip	2030		Ceramic

1300 - Attachments				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1313	1998	Pemberton	L7003LPR	1422-3-1098L	Grapple
	1330	1999	Sieb	S103	5608	Electro-Magnet
	1349		Rockland	LRL90	N10254B	Grapple
	1352		Volvo		453-10185	Forks

	1400 - Boats/Motors				General Information		
Owner	Unit #	Year	Make	Color	Model	Serial #	Tag #
	1402	2001	Lowe		LJ648SS	OMCL3126G001	Boat
	1403	2001	Johnson		J25EVS1	04886341	Motor
	1404	1998	Lowe		S1542VT	OMCL312J798	Boat
	1405	1998	Johnson		J25ELEC	04424096	Motor
	1406	2001	Honda 4 Wheel ATV	RED	TRX450S	SN478TE220614205591	
	1407	2004	HONDA 4 WHEEL ATV	YEL	TRX350FMA	SN478TE250X44312403	
EQL	1408	2006	Clydesdale "Miss Doris"		Tugboat 25'3x14x5	WB040MIF0606	Boat
EQL	1409	1980	Barge "Terry Lee"		Barge		Barge
EQL	1410	1964	Barge "CGB-68017"		Barge		Barge
DBOM	1411	1983	EIDE BARGE 35		Official #1100	IMO #9160889	Barge

1500 - Welders				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1510		Miller	Super s-32P		
	1512		Miller	255NT	G973706639	

1600 - Fuel Equipment				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1610		3000 GAL	RED	Tank	
EQL	1611		Fuel Pump			
EQL	1612		Fuel Pump			

1700 - Portable Buildings & Containers				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1707	1984	Container	40'	152680-0	
	1708		Reefar Container	40'		

	1709	Container	20'	TPXU694049	
	1712	Container	20'		
	1713	Container	40'		
EQL	1714	Senior & Married Complex	150x34		
EQL	1715	Junior & Female Complex	144x26		
EQL	1716	Craft Dormitory Complex	144x26		
EQL	1717	Craft Dormitory Complex	144x26		
EQL	1718	Craft Dormitory Complex	144x26		
EQL	1719	Catering Wing Complex	96x26		
EQL	1720	Senior Kitchen & Dinner Complex	78x48		
EQL	1721	Senior Recreation Complex	50x48		
EQL	1722	Laundry	12x48		
EQL	1723	Commissary (Mud Room)	140x24		
EQL	1724	Guard House	8x12		
EQL	1725	Office Complex	820		

1800-Miscellaneous				General Information		
Owner	Unit #	Year	Make	Model	Serial #	Tag #
	1805	2000	Hausqvaran Chain Saw	365 special	003100359	
	1810	1997	John Bean 300 Gallon	Sprayer		
	1811	1997	John Bean 1,000 Gallon	Sprayer		
	1814		Air Compressor	#705	5-13-897	
	1815		Speedaire Air Compressor	3JR79		
	1817		Bel Air	318VLO	66838	
	1818	1999	FAN	SPL4223	B00	
	1819	2000	NAPA	85-5000		
	1824		Mosa 222	SRX 50 P-3	220139908Z	
	1825		Weber	Robin EC08	995703	
	1826		Motini Air Compressor		911161141	
	1827	2000	MVP 2 1/2 Ton	Floor Jack	None	
	1829		N/A	48"	B00	
	1831		Speedaire Air Compressor		032989L-078956	
	1832		Dayton Battery Charger	JC-24011	24011	
	1833		Campbell Hausfield	Electric	L11-15-2000-00439	
	1837		Walker Packer	2.7 Model	50902744 BS604	
	1841		Honda Water Pump	GX160	5.5 Engine	
	1842		Alkota Power Washer	2162AZ	217555	
	1843		Titan	Rent Spray Plus	313701698	
	1844		Titan	Rent Spray Plus	313701172	
EQL	1845		Lightsource	Light Tower	5826373627	
EQL	1846		Lightsource	Light Tower	5826372512	

EQL	1847	2006	Stone Concrete Mixer	95 cm	222006258	
EQL	1848		Sweet Water Treatment System			
EQL	1849		JLG Lift	3670 SSV-10P	83704	
EQL	1850		Centurion Sea Scan	Side Scan Sonar System	2001-01	
EQL	1851		Fleet Battery Charger	Battery Charger	1JYU3	

1900-Communications			General Information			
Unit #	Year	Make	QTY	Model	Serial #	Tag #
1900	1999	Satellite Phone	1	SP200P	99300492	
1901	1999	Satellite Phone	1	SP200P	99300252	
1902	2005	Globestar to go GSP 1600pkg	10	Qualcomm CE 168X	74039E4E,74039E3E, 74039E1E,74039E2C 74039DCE,74039E1B 74039E2D,74039DF7 74039DBA,74047B7E	See file for phone numbers

2000-Generators			General Information			
Unit #	Year	Make		Model	Serial #	Tag #
2000		Mitsubishi 5KV +/-		Gas Generator	Family TMU297U1G2RA	
2001		Coleman Generator 3KV		PowerPledge	87120636	
2002	1997	Ingersoll 50KW		Generator	283016	
EQL	2003	CAT XQ 225KW		Generator		
EQL	2004	Caterpillar XQ2000		Generator		
EQL	2005	Caterpillar XQ2000		Generator		
EQL	2006	RTE Power Transformer		480 to 120/208 or 120/240 Vac		
EQL	2007	RTE Power Transformer		480 to 120/208 or 120/240 Vac		
EQL	2008	RTE Power Transformer		480 to 120/208 or 120/240 Vac		
EQL	2009	RTE Power Transformer		480 to 120/208 or 120/240 Vac		
EQL	2010	Cummins Onan 100KW	1	DGDA-5003522	J010298398	
EQL	2011	Cummins Onan 150KW	1	DGFA-3383925	L990036013	
EQL	2012	Cummins Onan 150KW	1	DGFA-3385024	A00040036	
EQL	2013	Cummins Onan 500KW	1	500DFED	C970634027	
EQL	2014	Cummins Onan 500KW	1	500FFFB	JP20488326	

EQUIPMENT OWNED BY PRINCIPAL SUBCONTRACTOR CAHABA DISASTER RECOVERY:

**CAHABA DISASTER RECOVERY, LLC
4619 SPRINGHILL AVENUE
MOBILE, ALABAMA 36608
BUDDY FUZZELL 205-531-4407**

Equipment Summary:

Models:

(5) D6 R Caterpillar Track Type Skid Steer	2003-2006
(4) D4 H Caterpillar Track Type Skid Steer	2002-2006
(7) Caterpillar and John Deere Track Hoe Excavators (315,318,320,330,345)	2005-2006
(8) Caterpillar Tele-handlers (Th103, Th63, Th83, Th350)	2004-2006
(9) Caterpillar and John Deere Skid steers (246, 287, 936F, 938G, 950G, 966G)	2003-2006
(7) 210 Prentice Loaders	2000-2006
(36) Trucks -70 to 100 cubic yards	
***7 major subs with over 400 pieces of equipment	

NUMBER	CAHABA EQUIPMENT LIST : HEAVY
D4H-7PK00181 TSK3	CATERPILLAR TRACK-TYPE SKID STEER
D4G L- OFDC00427-REN007	CATERPILLAR TRACK-TYPE TRACTOR
D4 LGP-0FDC00482	CATERPILLAR TRACK-TYPE TRACTOR
D4G LC -CAT00D4GCTLX00850	CATERPILLAR TRACK-TYPE TRACTOR
D6RIIXW-AEP00185	CATERPILLAR TRACK-TYPE TRACTOR
D6R-CAT00D6RA8LN00558	CATERPILLAR TRACK-TYPE TRACTOR
D6NXL-CCK00612	CATERPILLAR TRACK-TYPE TRACTOR
D6H-6FC0624	CATERPILLAR TRACK-TYPE TRACTOR
D6RIIXW-AEP00183	CATERPILLAR TRACK-TYPE TRACTOR
936F-8AJ00249	CATERPILLAR WHEEL LOADER
950G-3JW01557	CATERPILLAR WHEEL LOADER
966G-3SW00540	CATERPILLAR WHEEL LOADER
938G-6WS01225	CATERPILLAR WHEEL LOADER
966G-3SW00469	CATERPILLAR WHEEL LOADER
SK/S246-CAT00246P55Z06277	CATERPILLAR SKID STEER/WHEEL LOADER
240SS-KV02408440986	JOHN DEERE SKID STEER/WHEEL LOADER
287B-ZSA02843	CATERPILLAR SKID STEER
315CL-CAT0315CHCJC01004	CATERPILLAR EXCAVATOR
318CL-MDY00240	CATERPILLAR EXCAVATOR
JD270LC-FF0270X070294	JOHN DEERE EXCAVATOR
345BHL-AGS00532	CATERPILLAR EXCAVATOR
320CL-EAG00257	CATERPILLAR EXCAVATOR
330DL-B6H00267	CATERPILLAR EXCAVATOR
330DL-NBD00401	CATERPILLAR EXCAVATOR
345CL-PJW01322	CATERPILLAR EXCAVATOR
315CL-CAT0315CLOCJC02999	CATERPILLAR HYRDA EXCAVATOR

315CL-CAT031SCLOCJC01867	CATERPILLAR HYDRA EXCAVATOR
TH350B-CATTH350KSLD00299	CATERPILLAR TELEHANDLER
TH103-3PN02659	CATERPILLAR TELEHANDLER
TH83-J3RN04716	CATERPILLAR TELEHANDLER
TH63-5WM7391	CATERPILLAR TELEHANDLER
950G-3JW01225	CATERPILLAR TELEHANDLER
TH103-3PN02736	CATERPILLAR TELEHANDLER
TH63-05WM08018	CATERPILLAR TELEHANDLER
TH63-5WM07638	CATERPILLAR TELEHANDLER
TH63-5WM03000	CATERPILLAR TELEHANDLER
KNUCKLEBOOM LOADER	KNUCKLEBOOM LOADER
525B-3KZ01615	CAT WHEEL SKIDDER
611 EX HYDRO AXE-5923/3942	HYDRO AXE
BUSHHOG & DISK-12-00436 & 476988	BUSHHOG 296 CUTTER & DISK
JD5205-LV5205C721215	JOHN DEERE 4WD TRACTOR
VERMEER SC60TX-528	STUMP CUTTER W/TRAILER
RITE-LITE-C081051/46	LIGHT PLANT
RITE-LITE-C081238/41	LIGHT PLANT
GROVE RT422-68803	GROVE--CRANE

12. Background of Field Personnel: PROJECT MANAGEMENT AND OPERATIONS

Paul F. Persons, Jr. is Vice President for Project Management and Business Development, on a consulting basis, for the DRC family of companies. Mr. Persons controls project estimating and bid proposals from DRC ES's Mobile, Alabama headquarters. Mr. Persons has served as a Senior Project Manager for several multi-million dollar disaster management and debris removal contracts. He has also served as Safety Officer on a major mechanical infrastructure project in Latin America (Honduras) and worked overseas during the Kosovo Conflict as a project and account manager for DRC. Mr. Persons is currently Senior Construction Manager and Project Estimator for U.S. Coast Guard facilities ID/IQ Contract with DRC throughout the mid-Atlantic states of North Carolina, Virginia, Maryland, Delaware, New Jersey, and New York. In 2004, Mr. Persons served as Senior Project Manager for several multi-million dollar recovery projects in the aftermath of Hurricanes Charley, Frances, Jeanne, and Ivan, including the massive restoration of 15 miles of beachfront destroyed in Escambia County, Florida during Hurricane Ivan. As Director of Operations during the 2005 hurricane season, he was in charge of over \$100 million in contracts. Mr. Persons holds a B.S. in building science from the School of Architecture at Auburn University.

Lee Wilson is Senior Project Manager, is one of the most trusted and respected managers at DRC. Mr. Wilson has forty years of extensive and invaluable experience in the civil construction industry. Mr. Wilson has for the last twenty years, acted extensively in the capacity as a project manager and estimator, building airports, interstates, state, city, county projects including water and sewer, storm drain, and large excavation projects. While with DRC, Mr. Wilson managed the Martin County, Florida project in 2004 which accounted for 1.1 million cubic yards of debris recovered and processed. Lee managed the demolition of 417 homes for the University of South Alabama, Mobile, Alabama. Within hours of the landfall of Hurricane Katrina he was on site in Louisiana leading the project in East Baton Rouge. Mr. Wilson has since and is currently working on the Louisiana DOTD project and is responsible for the management of the project for debris removal that encompasses thirteen parishes. He has personally

overseen the management of this project that accounts for the recovery of 2.2 million cubic yards of debris. Mr. Wilson has international project management experience that extends as far as Nogliki, Russia where he served as Civil Engineering Consultant to Exxon Mobil in the building of an airport, a project valued at \$58 million. He was the Construction Manager managing and overseeing the installation of water and sewer infrastructure for an entire country in Central America

John Reilly is Director for Logistics and Life Support Services for the DRC Group. Mr. Reilly began his career with GE in 1993 and received many of their highest awards while part of their Modular Division. As Strategic Account Leader at GE he managed the accounts for KBR, Bechtel, as well as the United Nations. His expertise in modular buildings and work camps centers on new building technology, marketing and construction management. He is a former member of the Board of Directors of the Modular Building Institute and Vice President Business Development for Resun Modular of Dulles, VA.

Dan Crowley is Project Manager. Dan joined DRC in September of 2005 as a project supervisor for Tangipahoa Parish on the Louisiana DOTD project. The landfall of Hurricane Rita took Mr. Crowley to the City of Beaumont, Jefferson County, Texas where he was the project manager and oversaw the removal and recovery of 900,000 cubic yards of debris. The 2005 storm season also took Mr. Crowley to Miami-Dade County following Hurricane. He was the Project Manager there and oversaw the recovery of 226,000 cubic yards of debris. Prior to joining DRC, Dan worked as a manager for over 5 years, where supervised 20 employees daily, customer relations, accounting, logistics and inventory. He graduated from Brother Martin High in New Orleans, Louisiana in 1998. He attended the University of New Orleans, New Orleans, Louisiana, where he studied business management. Mr. Crowley holds certifications in Asbestos Supervision, OSHA General Industry, and N.I.M.S.

Lee Wilson, Jr. is Project Manager. While with DRC, Mr. Wilson has been instrumental in the success of many projects that include the City of Jacksonville and Jacksonville Beach, FL, Daytona, FL, and Charleston, SC. Within hours of the landfall of Hurricane Katrina he was onsite in Louisiana and began work on the East Baton Rouge Parish Project. Upon completion, Mr. Wilson has since and is currently working on the Louisiana DOTD project. He has been working extensively in Washington and St. Tammany Parishes while assigned to this project. Mr. Wilson also worked in commercial construction for eleven years where he was an estimator of large scale projects as well as supervisor of a large staff of skilled individuals. Mr. Wilson then went on to start his own residential homebuilding company which he directed for seven years before joining DRC in 2004. He attended the University of South Alabama and majored in Architecture.

Carlos Lorenzy is Project Manager and Chief Mechanic. Mr. Lorenzy, a native of Puerto Rico, has performed Project Management services for DRC in many disasters over the past many years. He is responsible for operations, maintenance, and repairs of our equipment fleets. Mr. Lorenzy just completed a six (6) month construction and Super typhoon Pongsona Recovery on the Pacific Island of Guam and served as a Project Manager on the recovery of Hurricane Isabel in the State of Virginia and during the recent 2004 storms in Florida. Mr. Lorenzy worked extensively throughout Florida as a Project and Site Manager in the aftermath of Hurricanes Charley, Frances, Jeanne, and Ivan. He is fluent in Spanish and English

Charles McNichol is Project Manager. Mr. McNichol has been with DRC since 2007 managing four contracts for debris and sediment removal in Plaquemines Parish. Prior to joining DRC, Mr. McNichol had a distinguished career in law enforcement.

13. **Background of Principal Members: Robert J. Isakson** is Managing Director of DRC ES. Mr. Isakson was a founder and serves as Secretary/Treasurer and Managing Director of DRC, Inc., and the majority of its associate and affiliate companies which are actively engaged in building, marine, road and civil construction, disaster reconstruction, demolition, hazardous waste remediation and disposal, and landfill management services worldwide including recent contracts in war-torn Kuwait, Somalia, Kosovo, and Iraq, in addition to numerous contracts with hurricane, ice storm, typhoon and flood ravaged cities,

counties, states and territories. He is also a Director of the Claridge Group, a licensed real estate brokerage firm, formed in 1986 and has been active in construction, development, landfill management, disaster reconstruction and restoration projects for the past twenty-five or more years. Previously, Mr. Isakson was a Special Agent with the Federal Bureau of Investigation of the United States for ten years, serving as a Supervisor in charge of "white-collar" crime and political corruption in the State of Louisiana. He was also one of the founders of Al-Ayoub Marr Bell Trading and Contracting, W.L.L., a construction and life support service company founded in Kuwait, and directed its international operations from its inception. Mr. Isakson has served on the Board of Directors and as the Managing Director of MANCO Recruiters International, a worldwide manpower recruitment firm registered and headquartered in Delhi, India and on the Board of Directors of New Gurkhas International, Kathmandu, Nepal. He has worked and traveled throughout over 100 countries and territories on six continents and is intimately familiar with international corporate and business development, finance, landfill management, recycling, hazardous waste remediation and removal, and civil construction. Mr. Isakson holds a B.B.A. in accounting from Lamar University in Beaumont, Texas.

Thomas M. Marr, Sr., is Member of DRC ES. Mr. Marr is one of the founders of DRC, Inc. and has directed overall operations and management since inception. He is former Assistant Attorney General for the State of Alabama, and was a Member of the State of Alabama Legislature and the State of Alabama Constitutional Committee. He also served as President and Chairman of the Board of Deposit National Bank of Mobile and Director of Compass Bank of Mobile. Mr. Marr holds a degree in civil engineering and is a practicing attorney licensed in the State of Alabama since 1957.

Mark Stafford is Chief Operating Officer of DRC ES. Mr. Stafford has many years of experience in disaster and commercial and industrial waste management and has participated in recovery following ice storms and hurricanes throughout the Southeast. He has overseen and operated landfills, recycling operations, and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1100 staff serving business, industry, and municipalities. Previous to joining DRC, he was the President and Regional Director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He handles the day to day operations and marketing for DRC Emergency Services. Mr. Stafford earned a B. S. in business from the University of Louisiana Lafayette.

14. **Bank References:** Mr. Thomas Johnson, Vice President, Regions Bank, 106 Saint Francis Street, Mobile, Alabama, 36602; 251-690-1147 (phone).
15. **Detailed financial statement is attached to this proposal.**
16. **Bonding agent and limit in bonding reference attached to this proposal.**
17. **Subcontractor will perform 40% of work (unless variance granted).**

Proposed Method

MOBILIZATION PLAN

DRC Emergency Services (DRC ES) will mobilize dozens to hundreds of personnel and equipment crews immediately upon request. Our first, advance deployments will be strategically staged in advance of predicted weather event. DRC ES will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order Notice to Proceed to meet all requirements of the Government.

Emergency Command Center Facilities

DRC's Project Mobilization Team will arrive with or immediately deploy our state-of-the-art Mobile Command Center which is fully equipped with satellite phone, cell phone, and multiple desk consoles with computer networking capability, fax machine, copier, printer, public reception area, conference

room and administrative supplies to be operational immediately upon arrival on the scene. In addition, the Mobile Command Center is self-sufficient and capable of running for days with its own electrical generator, toilet facilities and 400-gallon fuel tank.

Equipment Transportation

DRC and/or subcontractor and affiliate over-the-road equipment transports and operators will conduct equipment transportation.

Personnel Transportation

The DRC Project Mobilization Team may be air lifted to the designated location by company and/or subcontractor and affiliate aircraft. Management vehicles will provide transportation for other company personnel.

EMERGENCY DEBRIS CLEARANCE (PUSH)

As tasked by the GOVERNMENT, DRC will provide Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of the GOVERNMENT, DRC crews will work independently or in conjunction with GOVERNMENT crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the affected community. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority for this emergency debris and fallen tree clearance.

The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are usually required.

This operation is accomplished when time is of the essence, normally within the first 72 (plus or minus) hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

DEBRIS REMOVAL (LOAD AND HAUL)

OPERATIONS - All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material, will size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the Government task order and the Corporate Environmental Protection Plan and in compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as

part of the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated Debris Management Sites and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property:

1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metallic debris
4. White goods (refrigerators, air conditioners, washers and dryers, etc.)
5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

TEMPORARY DEBRIS STAGING AND REDUCTION SITE MANAGEMENT

DRC shall provide all specified equipment, operators, and laborers for dumpsite management, debris reduction operations, and provision of an Automated Debris Management System.

Within 24 hours of Task Order Notice to Proceed, personnel and equipment will be deployed to establish Debris Management Sites (DMS) at locations identified in conjunction with the GOVERNMENT and local governmental entities, including, but not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the DMS equipment and crews will consist of: Air Curtain Incinerator, 1 Trackhoe, 2 Dozers, 2 towers, 5 16-20 cubic yard dump trucks, 1 rubber tired loader, 1 water truck, 1 motor grader, Tub Grinder, 1 Site Manager, 1, Night Manager, 8 equipment operators, 2 Supervisors, 5 laborers, Light Plants, HTW containment systems.

DMS teams will also secure all necessary clearances, permits, and licenses to operate the site and will submit Site Plans to the GOVERNMENT complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan. Within 48-72 hours, DMSs will be fully operational complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

DEBRIS REDUCTION

BURNING OPERATIONS

Air Curtain Burning - Air curtain burning of debris is the preferred method of the Company. Air curtain burning will be accomplished on vegetative debris and clean woody debris only, unless otherwise directed by government task order. Under no circumstance will air curtain burning be conducted on C&D debris that is known, considered or suspect, by the government and the Company, to contain environmental/health hazardous materials. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order.

GRINDING and/or CHIPPING OPERATIONS- Grinding and/or chipping operations will be accomplished on all vegetative debris, not reduced by burning operations. Grinding and/or chipping operation is the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycle/salvage of wood chips. Although this operation is preferred for environmental purposes, it is, however, the most time consuming and costly reduction operation due to material handling and haul disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations of C&D materials are prohibited by and within numerous jurisdictions

DEBRIS DISPOSAL

Debris disposal is the pre-planned, pre-approved operation of placing debris in its final resting-place. Debris disposal operations can be segmented into three distinct operations:

- Haul to and tip at debris disposal site
- Physical operation of debris disposal site
- Augmentation of debris disposal site permanent staff and equipment

DEBRIS STAGING SITE RESTORATION

Restoration is conducted during the closing of each TDSR site. The scope of remediation is determined during operation and closure, by terms of the land lease (if any), or government directive or task order. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if required, to documented pre-use condition.

TRACKING, REPORTING AND REIMBURSEMENT

FEMA Reimbursement Filing

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and Federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDSRS, personnel to verify the contents and cubic yards of all vehicles entering the TDSRS. Records are maintained of each load entering the TDSRS, its cubic yardage is verified, and each vehicle leaving the TDSRS is typically viewed to verify it was in fact empty. DRC and the government monitor the material to determine that it in fact consists of eligible storm debris. DRC and the government normally have in place at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS and to issue the load ticket for that load which is to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to insure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

Capacity for Performance

The DRC Group is, financially, one of the strongest groups in its industry and class. DRC has managed and completed dozens of multimillion dollar contracts in its nearly 20-year history. By offering a diverse array of high-quality professional services, DRC has maintained its financial soundness at times when our competitors have struggled to perform. DRC has a healthy base of corporate assets in real property, equipment, funds, and credit and is financially capable of responding to any event or challenge. DRC maintains a year-round professional staff of between 50-60 employees at our three office locations in Mobile, Alabama; New Orleans, Louisiana; and Washington, DC. Some highlights of DRC's financial capability:

A. ABILITY TO MEET OPERATIONAL CONTINGENCIES

- In 1999, in the aftermath of Hurricane Floyd, DRC and/or its subcontractors performed over a dozen, virtually simultaneous, contracts throughout Florida, and North and South Carolina and mobilized the majority of these contracts within 6 to 72 hours. These contracts included a 24-hour per day flood fight utilizing prison laborers and sandbags; constructing emergency levees in South Carolina to protect major infrastructures; hazardous waste and field containment in the flooded rivers in Lenoir County and the clean-up of polluted streams and rivers in the vicinity; debris removal; beach and sand renourishment; dune walkovers; road repairs and landfill management. In Florida, DRC performed the removal of fish kills in freshwater lakes near the ocean and removal of sand that had clogged various storm water drainage systems. DRC and/or its subcontractors also performed demolition services on various homes in flood zones, and technical services for virtually all clients.
- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. DRC and its subcontractors mobilized approximately hundreds of men and women and hundreds of pieces of heavy equipment and trucks in three (3) counties in Georgia and the Western half of North Carolina. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.
- During the 2004 Hurricane season, DRC worked approximately 37 separate contracts performing a total of over \$150,000,000 in emergency work, and recovering of over 10,000,000 cubic yards of debris in a four and half month period. Throughout this entire period, all subcontractors were paid on a weekly basis, even though DRC often had to wait up to 30 to 60 days for interim invoice payments
- In 2005-2006, DRC mobilized, performed, and completed a contract of over \$100,000,000 for the Louisiana Department of Transportation and Development in response to Hurricane Katrina while performing on numerous other projects across the nation.
- During the 2008 Hurricane season, DRC responded to approximately 25 separate contracts following Hurricanes Gustav and Ike, including the cities of Houston, Galveston, and New Orleans, financing and performing nearly \$175,000,000 dollars of disaster response work. In the course of this work, DRC mobilized over one thousand trucks in Texas alone and established industry benchmarks for hauling totals.

B. ABILITY TO SURVIVE LONG-TERM CONTINGENCIES

- Over the past 4 years, DRC has averaged over \$100,000,000 in gross revenue per year.
- DRC has a total bonding capacity of at least \$100,000,000.
- DRC is capable of insuring projects in any amount and our key coverages are unlimited in amount.
- DRC has secured lines of credit of over \$60,000,000 to finance mobilization of disaster response.

- DRC has substantial fixed assets, real estate, equipment, and receivables enabling it to survive long-term contingencies.
- DRC has not failed to complete any work awarded to it, has not defaulted on any contracts, has met all financial contractual obligations, has never entered into bankruptcy, and is not the subject of any litigation or liens regarding financial performance or subcontractor payment.

C. ABILITY TO FINANCE WORK

As indicated above, DRC has routinely provided financing for major disaster response work totaling in the hundreds o millions of dollars in the past. DRC routinely absorbs all costs for preparation, planning, training, and staging prior to a disaster.

Appendix: Past Projects

All of the following emergency/disaster events were for government entities under the FEMA disaster declaration. They were also FEMA grant reimbursable. The maximum reimbursement rate was granted by FEMA to the customers for every event.

For each event, DRC mobilized immediately in response to notices to proceed, providing the necessary equipment and manpower within 24-48 hours. In many cases, DRC pre-positioned equipment and manpower in advance of the predicted storm events.

Project Title: Hurricane Debris Management– Houston, Texas

Performance period: September 2008 to Present

Approximate fee for services: \$58,104,612.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Harris County, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$21,546,330.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Galveston, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$17,858,400.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Jefferson County, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$8,276,300.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Port Arthur, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$4,812,000.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Baytown, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$2,864,555.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Taylor Lake, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$1,301,591.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Nassau Bay, Texas

Performance period: September 2008 to Present

Approximate fee for services: Over \$1,220,730.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Ike.

Project Title: Hurricane Debris Management – Iberville Parish, Louisiana

Performance period: September 2008 to Present

Approximate fee for services: Over \$2,771,600.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Gustav.

Project Title: Hurricane Debris Management –St. Landry Parish, Louisiana

Performance period: September 2008 to Present

Approximate fee for services: Over \$2,239,300.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Gustav.

Project Title: Hurricane Debris Management –Tangipahoa Parish, Louisiana

Performance period: September 2008 to Present

Approximate fee for services: Over \$1,659,840.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Gustav.

Project Title: Hurricane Debris Management – Iberia Parish, Louisiana

Performance period: September 2008 to Present

Approximate fee for services: Over \$1,275,450.00

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane Gustav.

Project Title: Debris Recovery- Parkersburg, Iowa

Performance period: June 2008

Approximate fee for services: Over \$5,486,500.0

Brief description of project: Removal of debris generated by a F5 tornado.

Project Title: Hurricane Debris Management – New Orleans, Louisiana

Performance period: May 2008 to Present

Approximate fee for services: Over \$3,543,293.00

Brief description of project: Structural demolition, selective salvage, debris removal, and site clean-up related to Hurricane Katrina.

Project Title: Demolition of Hurricane Damaged Structures – City of New Orleans

Performance period: October 2007-Present

Approximate fee for services: Over \$15,000,000

Brief description of project: Demolition of homes and structures damaged by flooding in the wake of Hurricane Katrina.

Project Title: Hurricane Debris Management – Plaquemines Parish, Louisiana

Performance period: March 2007-July 2007

Approximate fee for services: Over \$43,000,000.00

Brief description of project: Removal of Hurricane Katrina generated debris from right of entry, canals, ditches, and culverts.

Project Title: Ice Storm Debris Removal – Greene County, Missouri

Performance period: February 2007.

Approximate fee for services: Over \$6,000,000.00

Brief description of project: Removal, reduction, and final disposal of fallen limbs in wake of severe ice storm.

Project Title: Ice Storm Debris Removal – City of Springfield, Missouri

Performance period: January 2007

Approximate fee for services: Over \$10,000,000.00

Brief description of project: Removal, reduction, and final disposal of fallen limbs in wake of severe ice storm.

Project Title: Ice Storm Debris Removal-Town of Amherst, New York

Performance period: November 2006

Approximate fee for services: Over \$12,210,418.00

Brief description of project: Removal, reduction, and final disposal of fallen limbs in wake of severe ice storm.

Project Title: Hurricane Vehicle and Vessel Debris Management – Louisiana Department of Environmental Quality

Performance period: June 2006-October 200

Approximate fee for services: Over \$15,000,000

Brief description of project: Emergency removal, storage, remediation of flood and storm damaged vehicles and vessels in the aftermath of Hurricanes Katrina and Rita.

Project Title: Hurricane Debris Management-Monroe County, Florida

Performance period: May 2006

Approximate fee for services: Over \$3,885,251.00

Brief description of project: Hurricane Wilma removal of marine debris and derelict vessels.

Project Title: Hurricane Debris Management-Washington Parish, Louisiana

Performance period: February 2006

Approximate fee for services: Over \$8,889,393.00

Brief description of project: Hurricane Katrina emergency private property debris removal.

Project Title: Hurricane Debris Management – Martin County, Florida

Performance period: August 2004- December 2005

Approximate fee for services: \$25,000,000

Brief description of project: Emergency hurricane debris clearing and removal assistance in the aftermath of Hurricane's Jeanne, Frances, and Wilma. The work was performed as the result of an existing pre-event contract.

Project Title: Hurricane Debris Management-Miami, Florida

Performance period: October 2005

Approximate fee for services: Over \$7,000,000.00

Brief description of project: Hurricane Wilma Emergency Debris Removal.

Project Title: Hurricane Debris Management-Monroe County, Florida

Performance period: October 2005

Approximate fee for services: Over \$11,400,000.00

Brief description of project: Hurricane Wilma Emergency Debris Removal.

Project Title: Hurricane Debris Management-Jefferson County, Texas

Performance period: October 2005

Approximate fee for services: Over \$14,000,000.00

Brief description of project: Hurricane Rita Emergency Debris Removal.

Project Title: Hurricane Debris Management-Louisiana Department of Transportation

Performance period: September 2005

Approximate fee for services: Over \$100,000,000.00

Brief description of project: Hurricane Katrina Emergency Debris Removal.

Project Title: Hurricane Debris Management and Beach Restoration – Escambia County, Florida

Performance period: September 2004 – February 2005

Approximate fee for services: approximately \$50,000,000.00

Brief description of project: Emergency restoration of approximately 15 miles of beach destroyed by Hurricane Ivan. Provided technical assistance and removed tens of thousands of cubic yards of construction and demolition debris.

Project Title: Hurricane Debris Management-Deltona, Florida

Performance period: September 2004

Approximate fee for services: Over \$6,918,153.00

Brief description of project: Debris removal and reduction in aftermath of hurricane.

Project Title: Hurricane Debris Management-Deerfield Beach, Florida

Performance period: September 2004

Approximate fee for services: Over \$1,269,087.00

Brief description of project: Debris removal and reduction in aftermath of hurricane.

Project Title: Hurricane Debris Management-Crestview, Florida

Performance period: September 2004

Approximate fee for services: Over \$1,263,805.00

Brief description of project: Debris removal and reduction in aftermath of hurricane.

Project Title: Hurricane Debris Management-Berkeley County, South Carolina

Performance period: September 2004

Approximate fee for services: Over \$4,191,154.00

Brief description of project: Debris removal and reduction in aftermath of a tropical storm.

Project Title: Hurricane Debris Management-Okaloosa County, Florida

Performance period: September 2004

Approximate fee for services: Over \$8,921,888.00

Brief description of project: Provided hurricane related debris clearing and removal assistance in aftermath of Hurricane Ivan.

Project Title: Hurricane Debris Management-Hollywood, Florida

Performance period: September 2004

Approximate fee for services: Over \$1,156,000.00

Brief description of project: Debris removal and reduction in aftermath of a hurricane.

Project Title: Hurricane Debris Management-Vero Beach, Florida

Performance period: August 2004

Approximate fee for services: Over \$4,674,287.00

Brief description of project: Debris removal and reduction in aftermath of several hurricanes.

Project Title: Hurricane Debris Management-West Palm Beach, Florida

Performance period: August 2004

Approximate fee for services: Over \$6,340,930.00

Brief description of project: Debris removal and reduction in aftermath of several hurricanes.

Project Title: Hurricane Debris Management-St. Lucie County, Florida

Performance period: August 2004

Approximate fee for services: Over \$6,714,259.00

Brief description of project: Debris removal and reduction in aftermath of a hurricane.

Project Title: Hurricane Debris Management-Sanford, Florida

Performance period: August 2004

Approximate fee for services: Over \$4,853,616.00

Brief description of project: Debris removal and reduction in aftermath of a hurricane.

Project Title: Hurricane Debris Management-Indian River County, Florida

Performance period: August 2004

Approximate fee for services: Over \$6,000,000.00

Brief description of project: Debris removal and reduction in aftermath of a hurricane.

Project Title: Hurricane Debris Management - Virginia Department of Transportation and Virginia State Parks Department – through Virginia Department of Emergency Management

Performance period: October 2003

Approximate fee for services: \$40,000,000

Brief description of project: Following Hurricane Isabel, DRC, through its existing pre-position contracts, DRC worked throughout six counties, covering 10,000 miles of roads for VDOT and removed and processed, through separation and grinding, over 2,748,000 cubic yards of debris.

Project Title: Hurricane Debris Management-Virginia Department of Conservation and Recreation

Performance period: October 2003

Approximate fee for services: Over \$5,659,174.00

Brief description of project: Hurricane Isabel debris removal.

SECTION 00500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND DRC EMERGENCY SERVICES, LLC**

THIS AGREEMENT is dated as of the _____ day of February in the year 20 09 by and between the **CITY OF FAYETTEVILLE** and **DRC EMERGENCY SERVICES, LLC.**

1. **DRC EMERGENCY SERVICES, LLC** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

STORM DEBRIS SERVICES, CONTRACT SECTION 1, 2, 3, & 4

2. **DRC EMERGENCY SERVICES, LLC** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **DRC EMERGENCY SERVICES, LLC** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed in one hundred twenty (120) days for debris removal and one hundred sixty (160) days for debris collection site closure from date of notice to proceed. **DRC EMERGENCY SERVICES, LLC** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$2000** for each calendar day thereafter that the **WORK** is not complete.
4. Upon approval of the City of Fayetteville, the contract may be extended as needed through December 31, 2012.
5. **DRC EMERGENCY SERVICES, LLC** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **PROPOSAL**.
6. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 6.1 Request for Proposal
 - 6.2 Information for Proposers
 - 6.3 Supplemental Information for Proposers
 - 6.4 Statement of Disclosure
 - 6.5 Debarment, Suspension, and Other Responsibility Matters
 - 6.6 Primary Contacts
 - 6.7 Proposal
 - 6.8 Proposer's Statement of Subcontractors
 - 6.9 Bid Bond
 - 6.10 Agreement Between City of Fayetteville and DRC EMERGENCY SERVICES, LLC
 - 6.11 Performance and Payment Bond
 - 6.12 Warranty Bond

- 6.13 General Conditions
- 6.14 Prevailing Wage Rates
- 6.15 Notice of Award
- 6.16 Notice to Proceed
- 6.17 Project Manual for Storm Debris Services
- 6.18 Addenda
- 6.19 Change Orders

7. The **CITY OF FAYETTEVILLE** shall pay **DRC EMERGENCY SERVICES, LLC** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. **MISCELLANEOUS**

9.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. City of Fayetteville and DRC EMERGENCY SERVICES, LLC each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

9.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

9.6. **Freedom of Information Act.** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, DRC EMERGENCY SERVICES, LLC

will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

9.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and DRC EMERGENCY SERVICES, LLC have signed this Agreement in quadruplicate. Two counterparts each have been delivered to City of Fayetteville, and two counterparts have been delivered to DRC EMERGENCY SERVICES, LLC. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and DRC EMERGENCY SERVICES, LLC.

OWNER

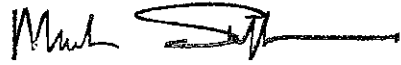
CITY OF FAYETTEVILLE

BY _____
Mayor Lioneld Jordan

[CORPORATE SEAL]

CONTRACTOR

DRC EMERGENCY SERVICES, LLC

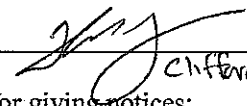
BY  _____
Mark Stafford, Member & CFO

[CORPORATE SEAL]

ATTEST _____

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

ATTEST  _____

Address for giving notices:

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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END OF SECTION 00500

SECTION 00600

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND

WE, _____ as Principal,
hereinafter called Principal, and
_____ as Surety, hereinafter
called the Surety, are held and firmly bound unto City of Fayetteville (Owner) amount of
_____ Dollars
(\$ _____) for the payment whereof Principal and Surety bind
themselves, their heirs, personal representatives, and successors, and assigns, jointly and
severally, and firmly by these presents.

Principal has by written agreement dated _____
entered into a contract with Owner for _____

_____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the Owner's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the Owner after six months from the date final payment is made on the Contract, not shall any suit, action or proceeding be brought by the Owner after two years from the date on which the final payment under the Contract falls due. Any Alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of Sureties of any such alteration, extension, or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

Executed on the _____ day of _____ 20____

By _____

(Seal)

Principal

Witness:)

)

Attest:)

)

(Seal)

Surety

This Bond is given in Compliance with Act 351 of 1953, as amended.

END OF SECTION 00600

SECTION 00640

WARRANTY BOND

We, _____, as principal ("Principal"),
and _____
as surety ("Surety"), are hereby jointly and severally held and firmly bound unto the City of
Fayetteville, as Obligee ("Owner"), for the payment of _____
_____ Dollars
(\$ _____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with Owner for

_____ dated _____, 20____ (the "Contract"), the provisions of which
are incorporated herein by reference, and unless otherwise defined herein all defined terms used
or referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other
obligations and liabilities, the Contract required Principal to perform the Work for the Project
and to furnish this Bond to Owner in compliance with Article 22 of the General Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and
effect as provided herein, subject to becoming null and void upon the occurrence of either or both
of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of
Principal under the warranty and guarantee provisions of Sections 13.1 and 13.12 of the General
Conditions, as modified or supplemented by the Supplementary Conditions or any other
applicable Contract Documents, at any time within two years after the date of Final Acceptance
or such longer period of time as may be prescribed therein (the "Warranty Period"), all of which
includes without limitation either correcting the defective Work, or removing and replacing it
with nondefective Work, or paying all direct, indirect or consequential costs of such correction or
removal and replacement, all as provided therein, or (b) Owner shall fail to institute a lawsuit,
action or other proceeding under this Bond before the expiration of three (3) months following
the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either Owner or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, Owner and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations except upon compliance with Section 8.2 of the Contract.

Date of project final completion is _____. The bond shall effective for a period of one year.

Executed on the _____ day of _____ 20 _____.

By _____

_____(Seal)

Witness:)

)

Attest:)

_____(Seal)

Surety

END OF SECTION 00640

SECTION 00700

GENERAL CONDITIONS

1. Definitions
2. – N/A
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. – N/A
9. Patents
10. – N/A
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. – N/A
18. – N/A
19. – N/A
20. Acceptance of Final Payment as Release
21. – N/A
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. – N/A
28. Land and Rights-of-Way
29. Guaranty
30. Taxes

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any qualified person, firm or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, Bid Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice Of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the City of Fayetteville has executed the Agreement.
- 1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.12 ENGINEER - The Engineering Department of the City of Fayetteville, or their authorized representative.

- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City of Fayetteville to the successful Bidder.
- 1.15 NOTICE TO PROCEED - Written communication issued by the City of Fayetteville to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 OWNER – The City of Fayetteville, Arkansas.
- 1.17 PROVIDE – Furnish and install, complete in place, operating, tested and approved.
- 1.18 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.19 PRODUCTS – The materials, systems, and equipment provided by the Contractor.
- 1.20 PROJECT REPRESENTATIVE - The authorized representative of the City of Fayetteville who is assigned to the Project site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.25 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. N/A

3. SCHEDULES, REPORTS AND RECORDS

3.1 The Contractor shall submit to the City of Fayetteville such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City of Fayetteville may request concerning Work performed or to be performed.

3.2 Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates earning during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City of Fayetteville. The Drawings and Specifications are intended to supplement but not duplicate each other. An item of Work indicated in one and not the other shall be performed by the Contractor just as if it had been indicated in both.

4.2 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the

character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the character, quality and quantity of the materials to be encountered, the general and local conditions, and all other matters which can, in any way, affect the Work under this Contract.

- 4.3 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. The Contractor shall not perform Work based on "scaled" measurements of Drawings, but shall obtain written instructions from the Engineer as to the dimensions to be used before proceeding with the Work.
- 4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.5 The Specifications are written in imperative and abbreviated form. The imperative language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," "shall be:," and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be:" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, all indicated requirements shall be performed whether stated imperatively or otherwise.
- 4.6 Whenever the term "Work Included" is used as an article or paragraph heading in Part 1 of a Specification Section, it is merely a listing of the significant items described with the section and is not intended to "scope" the section or to imply a trade responsibility."
- 4.7 Whenever the words "approved," "satisfactory," "directed," "submitted," "inspected," or similar words or phrases are used in the Contract Documents, it shall be assumed that the term "Engineer or his representative" follows the verb as the object of the clause, such as "approved by the Engineer or his representative," or "submitted to the Engineer or his representative."

5. N/A

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 The City of Fayetteville shall provide all other inspection and testing services not required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 7.7 If any Work is covered contrary to the written request of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

7.8 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8. N/A

9. **PATENTS**

9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City of Fayetteville harmless from loss on account thereof, except that the City of Fayetteville shall be responsible for any such loss when particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. N/A

11. **PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent

utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damages or loss attributable to the fault of the Contract Documents or to be acts or omissions of the City of Fayetteville or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or City of Fayetteville, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

13. CHANGES IN THE WORK

- 13.1 The City of Fayetteville may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City of Fayetteville.

14. CHANGES IN CONTRACT PRICE

14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

14.1.1 Unit prices previously approved.

14.1.2 An agreed lump sum.

14.1.3 The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

14.2 The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustments under the following conditions:

14.2.1 If the total cost of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

14.2.2 If there is no corresponding adjustment with respect to any other item of Work; and

14.2.3 If Contractor believes that it has incurred additional expense as a result thereof; or

14.2.4 If Engineer believes that the quantity variation entitle it to an adjustment in the Unit Price, either Engineer or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11, if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice-To-Proceed.

15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City of Fayetteville, that the contract Time for the

completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

15.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the City of Fayetteville, then the Contractor will pay to the City of Fayetteville the amount for liquidated damages as specified in the Agreement Between City of Fayetteville And Contractor for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly gives Written Notice of such delay to the City of Fayetteville or Engineer:

15.4.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

15.4.2 To any acts of the City of Fayetteville not contemplated by this Agreement.

15.4.3 To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and withhold the fault or negligence of the Contractor, including but not restricted to, acts of nature or of the public enemy, acts of another Contractor in the performance of some other Contract with the City of Fayetteville, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and,

15.4.4 To any delay of any subcontractor occasioned by any of the causes specified in Subparagraphs 1, 2, and 3 of this Paragraph 15.4.

Provided, however, that the Contractor promptly notifies the City of Fayetteville in writing within ten (10) days of the cause of delay. Upon receipt of such notification, the City of Fayetteville shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and terms of the Contract, the delay is properly excusable, the City of Fayetteville shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City of Fayetteville and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City of Fayetteville may remove such Work and store the materials at the expense of the Contractor.
17. N/A
18. N/A
19. N/A
20. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE**
- 20.1 The Acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Fayetteville of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City of Fayetteville and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.
21. N/A
22. **CONTRACT SECURITY**
- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice Of Award furnish the City of Fayetteville with a Performance and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.

- 22.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of ten (10) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions for the applicable warranty period of one (1) year from the date of Final Payment. It shall be on the form shown in Section 00640 - Warranty Bond.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the City of Fayetteville shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without consent of the other party.

24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the City of Fayetteville and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, 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.
- 24.2 In any and all claims against the City of Fayetteville or the Engineer, or any of their agents or employees, by any employee of the Contractor, 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 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or the giving of or failure to give directions or instructions by the Engineer, or his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

25. SEPARATE CONTRACTS

- 25.1 The City of Fayetteville reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and

shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

- 25.2 The City of Fayetteville may perform additional Work related to the Project, or the City of Fayetteville may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the City of Fayetteville, if the City of Fayetteville is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- 25.3 If the performance of additional Work by other Contractors or the City of Fayetteville is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the City of Fayetteville or others involves him in additional expense or entitles him to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall perform a minimum of sixty (60%) of the Work.
- 26.3 The Contractor shall be fully responsible to the City of Fayetteville for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City of Fayetteville may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City of Fayetteville.

27. N/A

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of Notice-To-Proceed, the City of Fayetteville shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The City of Fayetteville shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The Contractor shall provide at his own expense and without liability to the City of Fayetteville any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 If within one year after the date of Final Payment or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Document, any Work is found to be defective, Contractor shall promptly, without cost to City of Fayetteville and in accordance with City of Fayetteville's written instructions, either correct such defective Work, or if it has been rejected by City of Fayetteville, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Fayetteville may have the defective Work corrected or the rejected Work removed and replace, and all direct, indirect and consequential costs of such correction, removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, surveyors, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Agreement.

30. TAXES

30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

END OF SECTION 00700

SECTION 00830
PREVAILING WAGE RATES

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General Decision Number: AR080215 01/02/2009 AR215

State: Arkansas

Construction Type: Heavy
Heavy Construction

County: Washington County in Arkansas.

Modification Number Publication Date
0 01/02/2009

ENGI0624-003 01/01/2009

	Rates	Fringes
Operating Engineer:		
Roller (Dirt and Grade		
Compaction).....	\$ 22.00	9.80

PAIN0424-007 07/01/2008

	Rates	Fringes
PAINTER: Brush & Roller Only....	\$ 15.84	5.34

SUAR2008-169 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 12.94	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.00	0.68
ELECTRICIAN.....	\$ 20.61	3.92
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.94	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.67	0.00
LABORER: Pipelayer.....	\$ 9.78	0.00
OPERATOR: Bulldozer.....	\$ 14.33	1.75
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.00	0.00

OPERATOR: Front End Loader.....	\$ 12.94	0.00
PAINTER (Spray).....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction

Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SECTION 00840
NOTICE OF AWARD - SAMPLE

Dated Month Day, Year

TO: _____ (Bidder)

ADDRESS: _____

OWNER'S PROJECT NO.: _____

PROJECT: _____

You are notified that your Bid dated Month Day, Year, for the above Project has been accepted.

You are the apparent successful Bidder and have been awarded a contract for

The Contract Price of your Contract is

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within five (5) calendar days of the date of this Notice of Award, that is by

Month Day, Year.

1. You must deliver to the City of Fayetteville three (3) fully-executed counterparts of the Agreement.
2. You must deliver with the executed Agreement three (3) full-executed copies of the Performance and Payment Bonds.
3. You must deliver with the executed Agreement three (3) full-executed copies of Certificate of Liability Insurance listing the City of Fayetteville as additional insured.

Failure to comply with these conditions within the time specified will entitle City of Fayetteville to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, City of Fayetteville will return to you one fully-signed counterpart of the Agreement with the Contract Documents attached.

City of Fayetteville
(Owner)

BY: _____
(Authorized Signature)

(Title)

END OF SECTION 00840

SECTION 00845
NOTICE TO PROCEED - SAMPLE

Dated: Month Day, Year

TO: _____

ADDRESS: _____

OWNER'S PROJECT NO.: _____

PROJECT: _____

You are notified that the Contract Time under the above Contract will commence to run on Month Day, Year. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of Final Completion is Month Day, Year.

Before you start any Work at the site, Paragraph 2.7 of the General Conditions provides that you must deliver to the Owner Certificates of Insurance which you are required to purchase and maintain in accordance with the Contract Documents.

ACKNOWLEDGED RECEIPT

(Contractor)

City of Fayetteville
(Owner)

BY: _____
(Authorized Signature)

(Authorized Signature)

(Title)

(Title)

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END OF SECTION 00845

SECTION 00900

DESCRIPTION OF UNIT PRICE SCHEDULE ITEMS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The work shall consist of furnishing all plant, labor and material in performing all operations in connection with the Project as listed in **Section 00310 – Proposal**.
- B. All work shall be completed in strict accordance with the plans and specifications.
- C. Furnish or construct all items required for this project even if they are not listed on the Unit Price Schedule.

PART 2 - UNIT PRICES

2.01 GENERAL

- A. It is the intent of the Unit Price Schedule that aggregate bid amounts as submitted shall cover all costs for labor, material, equipment, and any other items incidental to the unit price items, even if not specifically listed below.
- B. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to prices submitted.
- C. Each item will be measured and paid for by the units within the various classifications for which prices are stated in the Unit Price Schedule.
- D. Quantities all based on estimates only.

2.02 REMOVAL OF VEGETATIVE DEBRIS FROM ASSIGNED LOAD SITE TO DISPOSAL SITE INCLUDING PICKUP/HAULING/DISPOSING

- A. The work required for this pay item will be paid for at the price per cubic yard (CY) as shown on the Proposal.
- B. Payment will be full compensation for all vegetative debris removed from assigned load site to disposal site including pickup, hauling, and disposing and will be by the cubic yard (CY) as determined through truck and trailer measurement. Partial load will be adjusted down by visual inspection by the City's representative. Load measurements will be documented on load tickets.
- C. Tree stumps with base cut diameter measurements less than 24" (measured 24 inches up from where the tree originally exited the ground) shall be considered to be normal vegetative debris and removed and measured with the same methods used for other vegetative debris.
- D. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

2.03 STUMP REMOVAL: 24" - 48"

- A. The work required for this pay item will be paid for at the price per cubic yard (CY) as shown on the Proposal.
- B. Payment will be full compensation for stump removal. Stumps shall be measured 24 inches up from where the tree originally existed in the ground.
- C. Tree stumps with base cut diameter measurements less than 24" (measured 24 inches up from where the tree originally exited the ground) shall be considered to be normal vegetative debris and removed and measured with the same methods used for other vegetative debris.
- D. Tree stump remnants measuring up to 72 inches that are not attached to the ground by roots will be considered normal vegetative debris and paid for under the price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table.
- E. The City or its representative will measure all stumps prior to removal.
- F. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

2.04 STUMP REMOVAL: > 48"

- A. The work required for this pay item will be paid for at the price per cubic yard (CY) as shown on the Proposal.
- B. Payment will be full compensation for stump removal. Stumps shall be measured 24 inches up from where the tree originally exited the ground.
- C. Tree stumps with base cut diameter measurements less than 24" (measured 24 inches up from where the tree originally exited the ground) shall be considered to be normal vegetative debris and removed and measured with the same methods used for other vegetative debris.
- D. Tree stump remnants measuring up to 72 inches that are not attached to the ground by roots will be considered normal vegetative debris and paid for under the price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table.
- E. The City or its representative will measure all stumps prior to removal.
- F. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

2.05 TREE REMOVAL – GREATER THAN 6" THROUGH 24" DBH (DIAMETER AT BREAST HEIGHT)

- A. The work required for this pay item will be paid for at the price per each (EA) as shown on the Proposal.
- B. Payment will be full compensation for tree removal. Trees shall be measured 24 inches up from where the tree originally exited the ground.

- C. Payment for this item includes all costs associated compensation for all vegetative debris removed with the tree from load site to disposal site including pickup, hauling, and disposing. That debris shall neither be mixed nor measured with other debris.
- D. The City or its representative will measure all trees prior to removal.
- E. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

2.06 TREE REMOVAL – GREATER THAN 24” DBH

- A. The work required for this pay item will be paid for at the price per each (EA) as shown on the Proposal.
- B. Payment will be full compensation for tree removal. Trees shall be measured 24 inches up from where the tree originally exited the ground.
- C. Payment for this item includes all costs associated compensation for all vegetative debris removed with the tree from load site to disposal site including pickup, hauling, and disposing. That debris shall neither be mixed nor measured with other debris.
- D. The City or its representative will measure all trees prior to removal.
- E. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

2.07 LIMB REMOVAL – PER TREE

- A. The work required for this pay item will be paid for at the price per each (EA) as shown on the Proposal.
- B. Payment will be full compensation for limb removal per tree.
- C. The City or its representative will designate all trees that require limb removal.
- D. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

2.08 MANAGEMENT AND PROCESSING OF ALL DEBRIS AND/OR RESIDUE AT THE DISPOSAL SITE; INCLUDING LOCATING, PREPARING AND LAYOUT OF SITES; MANAGEMENT, MAINTENANCE, AND OPERATION OF THE SITE; THE RECEIVING, SORTING, SEGREGATION, PROCESSING AND REDUCTION OF DEBRIS (AS DESCRIBED IN OTHER SECTIONS OF THIS PROPOSAL) PER CUBIC YARD OF MATERIAL PROCESSED

- A. The work required for this pay item will be paid for at the price per cubic yard (CY) as shown on the Proposal.
- B. Payment will be full compensation for management and processing of all debris and/or residue at the disposal site; including locating, preparing and layout of sites; management, maintenance, and operation of the site; the receiving, sorting, segregation, processing and reduction of debris (as described in other sections of this Proposal) per cubic yard of material processed.

- C. There will be no payment for mobilization and demobilization.
- D. Payment for site preparation and site closure will be included in the unit cost for processing debris.
- E. No additional payment will be made for all other equipment, materials, labor, and incidentals necessary to perform the work.

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END OF SECTION 00900

APPENDIX A

EXAMPLE DAILY HAUL RECORDS

EXAMPLE DAILY HAUL RECORD

CONTRACT NO. _____

DAILY REPORT					
CONTRACTOR: CONTRACT NO:				DATE OF REPORT:	
Truck No.	Location of Work	Local Collection Site Trips	Landfill Trips	Cubic Yard Totals	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
	DAILY TOTALS				

EXAMPLE DAILY HAUL RECORD

CONTRACT NO. _____

[illegible]

APPENDIX B

EXAMPLE LOAD TICKET

SAMPLE LOAD TICKET

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: City of Fayetteville Yellow: Contractor Pink: Driver Gold: FEMA	

APPENDIX C

EXAMPLE TRUCK PLACARD

SAMPLE TRUCK PLACARD

Company Name

Truck Number

Cubic Yards

Inspected by and Date

APPENDIX D

EXAMPLE HAZARDOUS STUMP WORKSHEET

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative: _____

Signature: _____

State Representative: _____

Signature: _____

	Physical Location (i.e., Street address, road cross streets, etc.)	Describe Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (Decimal Degrees)	Tree Size (Dia.)	Eligible		Fill	Comments
			Yes	No			Yes (Green)	No (Red)	CY	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										

EXAMPLE HAZARDOUS STUMP WORKSHEET

APPENDIX E

EXAMPLE STUMP CONVERSION TABLE

EXAMPLE STUMP CONVERSION TABLE

**Stump Conversion Table
Diameter to Volume Capacity**

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Lioneld Jordan, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

A handwritten signature in black ink, appearing to read 'Kit Williams', with a long horizontal line extending to the right.

DATE: **February 18, 2009**

RE: **Resolutions prepared by the City Attorney's Office and passed at the
Special City Council meeting of February 18, 2009**

1. **Ice Storm 2009 Disaster Recovery Fund:** A resolution approving a budget adjustment appropriating \$4,000,000.00 to the Replacement And Disaster Recovery Fund For Ice Storm 2009 Disaster Recovery; and granting the Mayor the authority to authorize the temporary loan of up to \$1,000,000.00 from the General Fund to address cash flow needs pending federal and state reimbursement;
2. **Solid Resources, Inc.:** A resolution to approve an Agreement for Storm Debris Monitoring Services with Solid Resources, Inc. in the amount of \$483,690.00, plus a contingency in the amount of \$96,914.00.
3. **DRC Emergency Services, LLC:** A resolution to approve a Contract for Storm Debris Removal Services with DRC Emergency Services, LLC in the amount of \$2,419,185.64, plus a contingency of \$400,000.00;