Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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
April 16, 2009

A meeting of the Fayetteville City Council will be held on April 16, 2009 at 5:30 PM in Room 219 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. **Double Eagle Superfund Site Small Party Settlement Agreement:** A resolution approving the Double Eagle Superfund Site Small Party Settlement Agreement with the Union Pacific Railroad in the amount of $27,500.00; and approving a budget adjustment.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 82-09.

2. **2009 Ice Storm Debris Clean-Up:** A resolution to approve a contract with International Equipment Distributors, Inc. in the amount of $439,500.00 plus a $7,500.00 contingency for disposal of mulch from the ice storm clean-up and to approve a budget adjustment of $447,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 83-09.

The following resolutions were added to the agenda:

3. **Solid Resources, Inc. Change Order # 4:** A resolution to approve Change Order # 4 to a contract with Solid Resources, Inc. to increase the amount by $43,056.00 and to approve a budget adjustment of $43,056.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 84-09.

4. **DRC Emergency Services, LLC Change Order # 4**: A resolution approving Change Order No. 4 to the contract with DRC Emergency Services, LLC in the amount of $220,000.00 for additional debris removal associated with the January 2009 ice storm; and approving a budget adjustment in the amount of $220,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 85-09.

Adjournment: Meeting adjourned at 6:00 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

All interested parties may appear and be heard before the City Council. If you wish to address the City Council on an agenda item please queue behind the podium when the Chair asks for public comment. Once the chair recognizes you, go to the podium and give your name and address. Address your comments to the Chair, who is the presiding officer. The Chair will direct your comments to the appropriate elected official, staff member or others for response. Please keep your comments brief, to the point and relevant to the agenda item being considered so that everyone has a chance to speak.

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 575-8330.

As a courtesy please turn off all cell phones and pagers.

A copy of the City Council agenda is available at accessfayetteville.org or in the office of the City Clerk, 113 West Mountain, Fayetteville, Arkansas.

Special City Council Meeting: Apr.. 16, 2009 **Adjourn:** 6:00 PM

Subject:	**Roll**				
Alderman Ferrell arrived at 5:35 PM	**Rhoads**	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
	Thiel	absent			
	Cook	✓			
	Petty	✓			
	Mayor Jordan	✓			

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

Special City Council Meeting: Apr.. 16, 2009

Subject:	**Double Eagle Superfund Site Small Party Settlement Agreement**				
Motion To:		Approve			
Motion By:		Lucas			
Seconded:		Gray			
A. 1 New Business	**Rhoads**	✓			
	Ferrell	absent during Roll Call			
	Lucas	✓			
	Lewis	✓			
Alderman Ferrell arrived at 5:35 PM	**Gray**	✓			
	Thiel	Absent			
	Cook	✓			
	Petty	✓			
82-09	**Mayor Jordan**				

6-0

Subject:	**2009 Ice Storm Debris Clean-Up**		IED	International Equipment Distributors	
Motion To:		Approve			
Motion By:		Ferrell			
Seconded:		Petty			
A. 2 New Business	**Rhoads**	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
Passed	**Gray**	✓			
	Thiel	absent			
	Cook	✓			
83-09	**Petty**	✓			
	Mayor Jordan				

7-0

Special City Council Meeting: Apr.. 16, 2009

Add to the Agenda

Subject:	Solid Resources & DRC Emergency Services, LLC				
Motion To:		Approve			Resolutions
Motion By:		Cook			
Seconded:		Petty			
	Rhoads	✓			
	Ferrell	absent during the vote.			
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
passed	**Thiel**	absent			
	Cook	✓			
	Petty	✓			
	Mayor Jordan				

6-0

Subject:	Solid Resources, Inc. C04				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Ferrell			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
passed	**Lewis**	✓			
	Gray	✓			
	Thiel	absent			
	Cook	✓			
	Petty	✓			
84-09	**Mayor Jordan**				

7-0

Special City Council Meeting: Apr.. 16, 2009

Subject:	DRC Emergency Services, LLC C04				
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Ferrell			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Lewis	✓			
	Gray	✓			
passed	Thiel	Absent			
	Cook	✓			
	Petty	✓			
85-09	Mayor Jordan				
		7-0			

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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Call to Order

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Pledge of Allegiance

A. New Business:

1. **Double Eagle Superfund Site Small Party Settlement Agreement:** A resolution approving the Double Eagle Superfund Site Small Party Settlement Agreement with the Union Pacific Railroad in the amount of $27,500.00; and approving a budget adjustment.

2. **2009 Ice Storm Debris Clean-Up:** A resolution approving a contract with xxxxxxxxxxx in the amount of $xxxxxxxxxx for disposal, through a beneficial re-use method, of mulch resulting from storm debris clean-up; and approving a contingency in the amount of $xxxxxxxxx.

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2009
City Council Meeting Date
Agenda Items Only

Paul A. Becker	Finance Director	Finance and Internal Service
Submitted By	**Division**	**Department**

Action Required:

Staff recommends approval to enter into an offer of settlement agreement with the Union Pacific Railroad regarding CERCLA "Superfund" Litigation for cleanup costs at Double Eagle Refinery and approve a related budget adjustment in the amoumt of $27,500.

$27,500	$ 20,000.00	N/A
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-6600-5311-09	$ 979.00	N/A
Account Number	Funds Used to Date	Program / Project Category Name
	$ 19,021.00	General Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [x]

Paul A. Becker — 4-8-2009
Department Director — Date

D.P. White — 4/9/09
City Attorney — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A Becker — 4-9-2009
Finance and Internal Services Director — Date

Received in City Clerk's Office ENTERED 4-9-09

Dan Mann — 4/9/09
Chief of Staff — Date

Received in Mayor's Office ENTERED 4/9/09

Jordan — 4/10/09
Mayor — Date

Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

To: **Don Marr,** Chief of Staff;
Dennis Pratt, Fleet Operations

From: **David J. Whitaker,** Fayetteville Assistant City Attorney
Date: **March 26, 2009**

Subj: **Potential CERCLA "Superfund" Litigation and Offer of Settlement from Union Pacific Railroad**

I have attached copies of the letter we received today from Fulbright & Jaworski, LLP, counsel for the Union Pacific Railroad, offering the City of Fayetteville the opportunity to settle a potential contribution suit for our portion of the cleanup costs at the Double Eagle Refinery Superfund Site in Oklahoma City. ***Please review it carefully.***

It appears from the documents in attached Exhibit B, that the City hired Waste Oil Service Company to remove and dispose of waste oil during a period between 1986-1988. Under the federal Superfund legislation, we are therefore responsible for a portion of the cleanup costs. Union Pacific's records indicate that we contributed 3,930 gallons of material containing hazardous substances to the site, and they are offering to release us from further liability for the cleanup if we choose to enter into the Settlement Agreement and pay the sum of $27,500.00. For this sum, UP also agrees to provide us with indemnity from all other claims that might be brought by other parties under this litigation.

I have shared this information with City Attorney Kit Williams, and we agree that this would be a small price to pay to be released from further liability as well as saving the City the cost of hiring outside counsel who specializes in complex and protracted CERCLA litigation in another state.

It is also very important that we investigate whatever records we may still possess, (we're guessing at Fleet) that may show other shipments of waste oil through Waste Oil Service Company, as the Agreement requires that we certify that we have conducted such an investigation. All of this must be accomplished in a very tight time-frame, as the deadline to accept the Settlement Offer is **April 23, 2009**, and City Council action would need to be taken much earlier than that to ensure a Check Request, etc. could be processed in time. Let me know if you have any questions.

Fayetteville

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Don Marr, Chief of Staff

From: Marsha Hertweck, Accounting Director

Through: Paul Becker, Finance Director

Date: April 2, 2009

Subject: Certification of gallons in the Offer of Settlement from Union Pacific Railroad

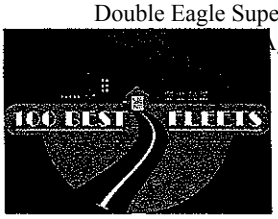
In March 2009 the City received a letter from Fulbright & Jaworski, LLP, representing the Union Pacific Railroad, offering the City an opportunity to settle its liability relating to the Double Eagle Refinery Superfund Site in Oklahoma City, Oklahoma. As part of the agreement to settle, the City is required to conduct an internal investigation to certify that the City transported less than 10,000 gallons of waste oil and/or any other hazardous substances to the site through the City's contract with Waste Oil Service Company.

I contacted Gina Roberts, the City's Document Management Manger, to review the City's vendor files for the years 1986 through 1989 for payments to Waste Oil Service Company. Gina's investigation produced the same invoices that were included in the offer letter. Therefore, I am comfortable with agreeing with the 3,930 gallon amount that was used in the agreement document.

113 WEST MOUNTAIN 72701 479-575-8330
FAX 479-575-8257

Fayetteville
ARKANSAS

FLEET OPERATIONS
1525 S. Happy Hollow Road
Fayetteville, AR 72701
(479) 444-3495 FAX (479) 444-3425



To: Don Marr, Chief of Staff
David J. Whitaker, Fayetteville Assistant City Attorney

The Fleet Management Division Upon receipt of the Super Fund clean up documentation started an internal fact finding investigation. The company that is listed in this litigation, Waste Oil Services Company, did pick up our Waste Oil in the late 80's and the signatures on the invoices were City of Fayetteville employees. The Fleet Management Division went back as far as possible in its records, 1994 and forward and found no invoices to that company on file. The new company picking up the waste oil is Used Oil Services Inc, EPA# AAR 000005405, located in Springdale Arkansas. If I can help with any further information please let me know.

Dennis Pratt, Fleet Manager, City of Fayetteville

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DOUBLE EAGLE SUPERFUND SITE SMALL PARTY SETTLEMENT AGREEMENT WITH THE UNION PACIFIC RAILROAD IN THE AMOUNT OF $27,500.00; AND APPROVING A BUDGET ADJUSTMENT.

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 Double Eagle Superfund Site Small Party Settlement Agreement with the Union Pacific Railroad in the amount of $27,500.00. A copy of the Agreement, marked Exhibit A, is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Budget Adjustment in the amount of $27,500.00.

PASSED and **APPROVED** this 16th day of April, 2009.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested	Adjustment Number
2009		4/1/2009	

Project or Item Added/Increased:	Project or Item Deleted/Reduced:
$27,500 is requested in the settlement account.	$27,500 from the use of fund balance account.
Justification of this Increase:	**Justification of this Decrease:**
To pay a settlement for the clean up due to a contract for the hauling of motor oil and disposal from 1986 to 1988 from Fleet Operations.	Sufficient funding remains to comply with City policies.

Increase Budget

Account Name	Account Number				Amount	Project Number	
Settlements	1010	6600	5311	09	27,500		

Decrease Budget

Account Name	Account Number				Amount	Project Number	
Use of Fund Balance	1010	0001	4999	99	27,500		

Approval Signatures

Budget Director	4-1-09	Date
Department Director		Date
Finance Director	4-1-09	Date
Chief of Staff	4/6/09	Date
Mayor	4/9/09	Date

Budget & Research Use Only

Type: A B C (D) E

Requested By

General Ledger Date

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

FULBRIGHT & JAWORSKI L.L.P.
A REGISTERED LIMITED LIABILITY PARTNERSHIP
FULBRIGHT TOWER
1301 MCKINNEY, SUITE 5100
HOUSTON, TEXAS 77010-3095
WWW.FULBRIGHT.COM

ATORRANT@FULBRIGHT.COM
DIRECT DIAL: (713) 651-3527

TELEPHONE: (713) 651-5151
FACSIMILE: (713) 651-5246

March 24, 2009

BY CERTIFIED MAIL-
RETURN RECEIPT REQUESTED

Confidential Settlement Communication

City of Fayetteville
Attn: Legal Department
113 W. Mountain
Fayetteville, AR 72701

Re: Double Eagle Refinery Superfund Site, Oklahoma City, Oklahoma—Small Party Settlement Offer

Dear Sir or Madam:

We are writing on behalf of our client, Union Pacific Railroad Company ("Union Pacific") in connection with claims that Union Pacific has against your company. Your company is receiving this letter because it has been identified as a potentially responsible party ("PRP") in connection with the Double Eagle Refinery Superfund Site in Oklahoma City, Oklahoma ("Double Eagle Site" or "Site"). The purpose of this letter is to offer your company the opportunity to settle its liability relating to the Double Eagle Site through participation in a Small Party Settlement.

Under federal law known as the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA", also known as Superfund), the United States may bring an action against PRPs who have either transported (a "transporter") or arranged for (an "arranger") the transportation of hazardous substances to a Superfund site. Any PRP who has been sued by the United States may in turn pursue other PRPs through a contribution lawsuit. On August 22, 2006, the United States and the State of Oklahoma (the "Plaintiffs") filed a cost recovery action under Section 107 of CERCLA, 42 U.S.C. § 9607, and Title 27A O.S. §§ 1-2-101, 1-3-101, and 2-3-101 against Union Pacific, in the United States District Court for the Western District of Oklahoma (C.A. No. 5:06-CV-00887-C) ("Double Eagle Litigation"). The Plaintiffs allege that Union Pacific is liable under CERCLA § 107(a) as a former owner of the Double Eagle Site and as an arranger.

Union Pacific has filed a counterclaim for contribution against the United States and the State of Oklahoma in the Double Eagle Litigation based on evidence that Plaintiffs sent

hazardous substances to the Double Eagle Site. In addition, Union Pacific has filed third-party contribution actions in the Double Eagle Litigation against a number of PRPs who, like your company, sent hazardous substances to the Double Eagle Site. Discovery in the Double Eagle Litigation is ongoing, and trial has been set for January 2010. New parties may still be added to the lawsuit.

The government has spent over $30 million in response costs addressing the soil and groundwater contamination found at this Site. We have evidence indicating that Waste Oil Service Company hauled waste oil and possibly other materials containing hazardous substances from your company to the Double Eagle Site. Because of this, your company also shares responsibility for the cleanup costs expended by the government. However, since we believe that your company sent under 4,000 gallons of material to the Site, we are offering you the opportunity to settle your liability as a Small Party Generator without having to incur the cost of protracted litigation.

Additional information concerning the Double Eagle Litigation can be found in the CD enclosed in this letter. A list of all documents contained on the CD is included as Exhibit A hereto.

Site Background

The Double Eagle Site is comprised of approximately 12 acres of land and is located at 1900 N.E. First Street, near the intersection of Martin Luther King and Reno Street in Oklahoma City, Oklahoma. From approximately 1929 to 1988, Double Eagle Refining Company operated a waste oil re-refining facility on the Double Eagle Site. Waste oil was brought to the Double Eagle Site by independent haulers and Waste Oil Service Company, an affiliate of Double Eagle Refining Company. Waste Oil Service Company transported materials from hundreds of locations in Oklahoma and other nearby states to the Double Eagle Site for processing. Unfortunately, the re-refining operations conducted by Double Eagle Refining Company over several decades resulted in significant contamination to soils and groundwater at the Site.

The United States Environmental Protection Agency ("EPA") added the Double Eagle Site to the National Priorities List of contaminated sites in 1989. EPA began a remedial investigation of the Double Eagle Site in 1990 and completed a Remedial Investigation/Feasibility Study ("RI/FS") for surface waters in 1992. In 1992, EPA issued a Record of Decision ("ROD") for the Double Eagle Site, which stated EPA's determination that the Site presented imminent and substantial endangerment to public health, welfare, or the environment. EPA completed an RI/FS for groundwater in 1993 and issued a second ROD in 1994. EPA and the Oklahoma Department of Environmental Quality ("ODEQ") then conducted several remedial actions at the Double Eagle Site, completing the groundwater remediation in 1996 and the surface remediation in 1999. To date, EPA and ODEQ have incurred approximately $30 million in response costs, interest, and natural resource damages in connection with the Double Eagle Site.

Additional background information on the Double Eagle Site can be found in the CD enclosed in this letter.

Your Status As A PRP

As indicated above, you are receiving this letter because Union Pacific has information in its possession indicating that your company, or a predecessor to it, generated, arranged for disposal and/or treatment, or transported hazardous substances that were disposed of at the Double Eagle Site. Based on shipping documents in our possession, your company sent 3,930 gallons of materials containing hazardous substances to the Double Eagle Site. These documents are enclosed for your review in Exhibit B. The document will reflect the name and address of the location owned or operated by your company from which materials were transported to the Double Eagle Site. Witness depositions and other documents provided on the enclosed CD provide evidence that waste oil collected by Waste Oil Service Company was transported to the Double Eagle Site.

Pursuant to CERCLA § 107, your company is liable for response costs, interest, and natural resource damages incurred in connection with the Double Eagle Site. If it is determined that Union Pacific is liable on the claims brought by the United States and the State of Oklahoma in the Double Eagle Litigation, your company is liable in contribution under Sections 113(f)(1) and 107(a) of CERCLA, federal common law, and state law to Union Pacific for a portion of any recovery obtained by plaintiffs against Union Pacific in that lawsuit.

Small Party Settlement Offer

Union Pacific is ready and willing to bring a contribution action against your company. However, in order to save litigation costs, Union Pacific is providing your company the opportunity to settle its liability relating to the Double Eagle Site through participation in a Small Party Settlement. By settling now, your company avoids and resolves: (a) all past and future costs of cleanup, including administrative and legal costs, (b) liability for the shares of bankrupt or defunct PRPs (for which you might bear partial responsibility in litigation), (c) the cost of defending a contribution action, and (d) your own further administrative and legal costs.

The terms of the Small Party Settlement agreement will provide that your company make a lump sum payment of $27,500.00 to Union Pacific within thirty (30) days of execution of the final settlement agreement. In exchange, Union Pacific will release all cost recovery and contribution claims relating to the Double Eagle Site that Union Pacific may have against your client, and Union Pacific will agree and covenant not to sue you for any Covered Costs (as that term is defined in the attached agreement). Union Pacific will also provide your company with an indemnity to protect you from suit by other parties relating to this settlement (as provided in the attached settlement agreement). The Small Party Settlement Agreement is included as Exhibit C hereto.

Union Pacific is offering this settlement on a tiered basis for the approximately 250 potentially responsible parties ("PRPs") that sent less than 4,000 gallons of hazardous substances to the Double Eagle Refinery Superfund Site. The settlement amounts offered range from $17,500.00 to $27,500.00 and are based on response costs incurred by the EPA and State of Oklahoma (as set forth in the underlying litigation) and Union Pacific's response costs incurred in identifying, researching, and pursuing PRPs—costs that would be recoverable under CERCLA if these PRPs are named in the lawsuit.

Union Pacific has offered to settle your company's liability at the Site for a relatively small amount of money compared to the costs of litigating a Superfund matter. Our goal is to minimize costs for the parties who sent less than 4,000 gallons of waste to the Site by offering a fair cash-out settlement offer that avoids unnecessary litigation costs.

Response Deadline

To elect settlement, please send your executed signature page to me at the above address no later than April 23, 2009. If Union Pacific does not receive an affirmative response by that date, Union Pacific will prepare a third-party action against your company to be filed in the Double Eagle Litigation on or before May 29, 2009 (our deadline to add parties to the lawsuit).

We would be happy to answer any questions that you may have regarding this matter. Please feel free to contact me at (713) 651-3527.

Very truly yours,

Andy Torrant

Enclosures

cc: Ms. Eva Fromm O'Brien (Firm)
Ms. Rebecca Koch Skiba (Firm) (w/o enc.)

Exhibit A
CD Index

Double Eagle Litigation Background Documents

(see enclosed CD for documents)

FOLDER	FILE LABEL	DATE	TITLE	SIGNIFICANCE
Correspondence	Ltr from Cameron Kerran to Preston Carter (1)	21-Apr-1975	Letter to Preston Carter of the City and County Health Department from Cameron Kerran, Double Eagle Refining Company	Details estimated quantities of waste oil processed at the Double Eagle Site and production of waste sludge on-site.
Correspondence	Ltr from Cameron Kerran to Preston Carter (2)	9-Dec-1975	Letter to Preston Carter of the City and County Health Department from Cameron Kerran, Double Eagle Refining Company	Details estimated quantities of waste oil processed at the Double Eagle Site, production of waste sludge on-site, and the relationship between the Hardage Site and the Double Eagle Site.
Correspondence	Ltr from James Charles to Dr. R. Leroy Carpenter	12-Feb-1976	Letter to Dr. R. Leroy Carpenter of Environmental Health Services re: Waste Oil Facts from James Charles, Double Eagle Refining Company	Requests a variance from the Oklahoma State Department of Health for waste oil sludge disposal.
Correspondence	Double Eagle's Response to EPA's 104(e) Requests	21-Nov-1989	Double Eagle Refining Company's Response to EPA's 104(e) Information Request	Double Eagle Refining Company provides information about the Double Eagle Site operations to EPA.
Correspondence	Cameron Kerran's Response to EPA's 104(e) Request	30-Nov-1989	Cameron Kerran's Response to EPA's 104(e) Information Request	Cameron Kerran provides information about the Double Eagle Site operations to EPA.

FOLDER	FILE LABEL	DATE	TITLE	SIGNIFICANCE
Correspondence	Waste Oil Service Co.'s Response to EPA's 104(e) Request	2-Jan-1990	Waste Oil Service Company's Response to EPA's 104(e) Information Request	Waste Oil Service Company provides information about its pickup and transport of waste oil to the Double Eagle Site.
Correspondence	Double Eagle's Response to EPA's 2nd 104(e) Request	19-Apr-1990	Double Eagle Refining Company's Response to EPA's Second 104(e) Information Request	Double Eagle Refining Company provides additional information about the Double Eagle Site operations to EPA.
Correspondence	Double Eagle's Additional Responses to EPA's 104(e) Request	18-Jan-1993	Double Eagle Refining Company's responses to the EPA's 104(e) Information Request	Double Eagle Refining Company provides additional information about the Double Eagle Site operations to EPA.
Correspondence	Settco's Responses to EPA's 104(e) Request	21-Jan-2002	Settco, Inc.'s Response to EPA's 104(e) Information Request (adopted by Double Eagle Refining Company, Cameron Kerran, Waste Oil Service Company, and Michael Kerran)	The Kerran entities (Settco, Inc., Double Eagle Refining Company, Cameron Kerran, Waste Oil Service Company, and Michael Kerran) jointly respond to questions posed by EPA relating to the Double Eagle Site.
Depositions	Depo of Cameron Kerran (Hardage Litigation 1)	26-Aug-1987	Hardage Deposition of Cameron Kerran	Cameron Kerran provided testimony in the litigation surrounding the Hardage Criner Superfund Site (which was used by Double Eagle Refining Company for off-site disposal of its waste).

FOLDER	FILE LABEL	DATE	TITLE	SIGNIFICANCE
Depositions	Depo of Cameron Kerran (Hardage Litigation 2)	1-Sep-1988	Hardage Deposition of Cameron Kerran	Cameron Kerran provided testimony in the litigation surrounding the Hardage Criner Superfund Site (which was used by Double Eagle Refining Company for off-site disposal of its wastes).
Depositions	Sworn Statements of Cameron and Michael Kerran	5-Mar-1993	Sworn Statements of Cameron and Michael Kerran	Prior to the initiation of the current litigation, Cameron and Michael Kerran provided sworn testimony regarding Double Eagle Site operations to EPA.
Depositions	Depo of Cameron Kerran (Double Eagle Litigation 1)	27-Feb-2007	Deposition of Cameron Kerran (Double Eagle Litigation)	Deposition taken during the current litigation.
Depositions	Depo of Michael Kerran	12-Sep-2007	Deposition of Michael Kerran	Deposition taken during the current litigation.
Depositions	Depo of James Charles	4-Oct-2007	Deposition of James "Jim" Charles	Deposition taken during the current litigation.
Depositions	Depo of Cameron Kerran (Double Eagle Litigation 2)	2-Nov-2007	Continuation of Deposition of Cameron Kerran	Deposition taken during the current litigation.
EPA Costs	EPA cost summary of interest accrued through June 2006	31-Aug-2006	Certified by Financial Management Office Interest Cost Summary Double Eagle Refinery Oklahoma City, OK Site ID = 06 B1 Interest Accrued beginning 09/26/1989 through 06/30/2006	EPA's cost summary detailing interest that has accrued on Double Eagle Site for response costs (through June of 2006).

FOLDER	FILE LABEL	DATE	TITLE	SIGNIFICANCE
EPA Costs	EPA cost summary through June 2007	30-Jun-2007	Double Eagle OK Site 06-B1 Summary of All Packages EPA ATSDR and Oklahoma Department of Environmental Quality (ODEQ) Inception through 06/30/2007	EPA's cost summary detailing Double Eagle Site response costs (does not include interest) (through June of 2007).
EPA Reports	ROD for soil operable unit	28-Sep-1992	EPA Record of Decision, Double Eagle Refinery Site Oklahoma City, Oklahoma	EPA issued this Record of Decision to address the soil operable unit at the Double Eagle Site.
EPA Reports	ROD for groundwater operable unit	19-Apr-1994	EPA Record of Decision, Double Eagle Refinery Site Groundwater Operable Unit Oklahoma City, Oklahoma	EPA issued this Record of Decision to address the groundwater operable unit at the Double Eagle Site.
EPA Reports	First Five-Year Report	1-Jun-2002	First Combined Five - Year Review Report for the Double Eagle and Fourth Street Refinery Sites Oklahoma City, Oklahoma County, Oklahoma	Summary report prepared by EPA to detail Double Eagle Site response actions and status.
EPA Reports	Second Five-Year Report	2-Apr-2007	Second Combined Five-Year Review Report for the Double Eagle and Fourth Street Refinery Sites, Oklahoma City, Oklahoma	Summary report prepared by EPA to detail Double Eagle Site response actions and status.
Pleadings	Active Complaint	29-Oct-2007	Union Pacific Railroad Company's Fourth Amended Third Party Complaint	The active third-party complaint in the Double Eagle Litigation.

FOLDER	FILE LABEL	DATE	TITLE	SIGNIFICANCE
Pleadings	Original Complaint	29-Oct-2007	Complaint (Exhibit 1 to Union Pacific's Fourth Amended Third Party Complaint)	The original complaint filed by the United States and the State of Oklahoma against Union Pacific.
Pleadings	Active Response of Union Pacific	2-Feb-2008	Union Pacific Railroad Company's Second Amended Answer and Counterclaim	Union Pacific's active responsive pleading to the United States and State of Oklahoma's claims.
Pleadings	Active Scheduling Order	5-Jan-2009	Scheduling Order	The active scheduling order setting forth deadlines in the litigation.
Settlements	Administrative Order on Consent	1-Aug-2001	Administrative Order on Consent	Provides background information about the site and parties which have previously settled with the Environmental Protection Agency.

Exhibit B
Waste Oil Service Company Invoices

X When Applies

New ____

Change ____

Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
10-31-86
Invoice Number
2426

Mailing Information:

CITY OF FAYETTEVICLE
BOX F
FAYETTEVICLE AR
72701

Phone #: AC 501 - 521 - 7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State#	
175149			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
560	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	112.00

COMMENTS:

Paid Check # ____ Amount $ ____

Paid Cash - Amount $ ____

Sub-Total	Tax	TOTAL
		112.00

Drivers Signature: dlewis

Customer Signature: Micky Ballard

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrents to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

PURCHASE ORDER

CITY OF FAYETTEVILLE, ARKANSAS

VENDOR NO. 66760

WASTE OIL SERVICE CO
301 N RHODE ISLAND
PO BOX 11257
OKLAHOMA CITY OK 73136

Each Package Must Be Marked Exactly As Shown Here
City of Fayetteville, Arkansas
DEPT. SHOP
B JACOBS
VEHICLE MAINTENANCE

NO. B-11675

DATE	ACCOUNT NUMBER	F.O.B.
11 07 86	70-41901-[illegible]	FAYETTEVILLE

DELIVERY

DATE NEEDED	VIA

☐ No Supplier in Arkansas

Confirmation - Do Not Duplicate If Checked ☐

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	560 GAL WAST OIL - REMOVED	112.00	112.00
	Ticket # 24246		
	TO BE USED FOR SHOE MAINTENANCE		
	PO# 603509 12-15-86 Deposited		112.00

TERMS AND CONDITIONS

1. Send itemized invoice in duplicate to:
   Accounts Payable
   City of Fayetteville
   P. O. Drawer F
   Fayetteville, AR 72702-1754
   Show P. O. Number on invoice.
2. Mark all packages as shown in rectangle above. All orders must be accompanied by a packing slip. Quantity shipped, date shipped and P. O. number.
3. No substitutions without prior approval.
4. Discounts effective to 10th of following month.
5. Orders must be shipped in full unless otherwise notified.
6. FOB Fayetteville unless otherwise agreed upon. No extra for packing and delivery will be allowed.
7. **NO C.O.D. ORDERS**
8. Pre-pay freight and add to invoice. Ship to 113 W. Mountain St., Rear Entrance, unless otherwise specified.

ADDITIONAL INSTRUCTIONS

PROCESSED DEC 9 1986 PURCHASING

TERMS AND CONDITIONS NOT OTHERWISE SPECIFIED

ACCTS. PAYABLE . . . MAIL WITH REMITTANCE

PURCHASING AGENT

ORIGINAL INVOICE

Charge ____
Other ____

WASTE OIL SERVICE CO.

301 N RHODE ISLAND P.O BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 TWX 910-831-3120

Date Picked Up
2-5-91
Invoice Number
4573

Mailing Information:

CITY OF FAYETTEVILLE
P.O.B. F
FAYETTEVILLE, AR
72701
Phone #: AC 501 - 521-7703

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O #	Terms Cash	Terms Charge	Driver #	Route #	State#	
125149			X	66	550	04	

Gallons Received	Inventory Item No	Description	Unit Price	Amount
470	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	94.00

COMMENTS: Paid Check # ____ Amount $ ____
Paid Cash - Amount $ ____

Sub-Total	Tax	TOTAL
		94.00

Drivers Signature: L Ennis

Customer Signature: Mickey Ballard

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrents to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

[redacted]

X When Applies

New ____

Change ____

Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
4-14-97
Invoice Number
6451

Mailing Information:

CITY of FAYETTEVILLE
BOX F
FAYETTEVILLE AR
72701

Phone #: AC 501 - 521-7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State#	
175149			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
290	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.02	5.80

COMMENTS:

Paid Check # ____ Amount $ ____

Paid Cash - Amount $ ____

Sub-Total	Tax	TOTAL
		5.80

Drivers Signature: Dennis

Customer Signature: Mickey Ballard

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrents to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

X When Applies

New ____

Change ____

Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
8-18-87
Invoice Number
10093

Mailing Information:

CITY OF FAYETTEVILLE
BOX F
FAYETTEVILLE, AR, 72701

Phone #: AC 501 - 521-7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State #	
12514			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
380	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	76.00

COMMENTS:

Paid Check # ____ Amount $ ____

Paid Cash - Amount $ ____

Sub-Total	Tax	TOTAL
		76.00

Drivers Signature: Dennis

Customer Signature: Bud Rhein

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrants to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

[redacted]

X When Applies
New ____
Change ____
Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
1-13-88
Invoice Number
13932

Mailing Information:

CITY OF FAYETTEVILLE
BOX F
FAYETTEVILLE, AR
72701

Phone #: AC 501 - 521-7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State #	
175149			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
470	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	94.00
		AS A REPRESENTATIVE OF THE NAMED CUSTOMER OF WASTE OIL SERVICE COMPANY, I HEREBY AUTHORIZE THE REMOVAL BY WASTE OIL SERVICE COMPANY OF THE QUANTITY OF WASTE OIL DESCRIBED ABOVE AND REPRESENT THAT AT THE TIME OF REMOVAL THE WASTE OIL SO REMOVED WAS THE PROPERTY OF THE NAMED CUSTOMER.		
		CUSTOMER INITIAL ____		

COMMENTS:	Paid Check # ____ Amount $ ____ Paid Cash - Amount $ ____	Sub-Total	Tax	TOTAL
				94.00

Drivers Signature: Dennis

Customer Signature: [signature]

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrants to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

[redacted]

X When Applies

New ____

Change ____

Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
3-16-88
Invoice Number
16443

Mailing Information:

CITY of FAYETTEVILLE
BOX F
FAYETTEVILLE, AR.
72701

Phone #: AC 501 - 521- 7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State #
175149			X	66	550	04

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
230	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	46.00
		AS A REPRESENTATIVE OF THE NAMED CUSTOMER OF WASTE OIL SERVICE COMPANY, I HEREBY AUTHORIZE THE REMOVAL BY WASTE OIL SERVICE COMPANY OF THE QUANTITY OF WASTE OIL DESCRIBED ABOVE AND REPRESENT THAT AT THE TIME OF REMOVAL THE WASTE OIL SO REMOVED WAS THE PROPERTY OF THE NAMED CUSTOMER.		
		CUSTOMER INITIAL ____		

Sub-Total	Tax	TOTAL
		46.00

COMMENTS:

Paid Check # ____ Amount $ ____

Paid Cash - Amount $ ____

Drivers Signature: L Dennis

Customer Signature: Bob Jacobs

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrants to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

[redacted]

X When Applies

New ____

Change ____

Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
6-7-88
Invoice Number
18619

Mailing Information:

CITY OF FAYETT.
BOX F
FAYETTEVILLE, AR.
72701
Phone #: AC 501 - 521-7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State #	
175149			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
400	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	80.00
		AS A REPRESENTATIVE OF THE NAMED CUSTOMER OF WASTE OIL SERVICE COMPANY, I HEREBY AUTHORIZE THE REMOVAL BY WASTE OIL SERVICE COMPANY OF THE QUANTITY OF WASTE OIL DESCRIBED ABOVE AND REPRESENT THAT AT THE TIME OF REMOVAL THE WASTE OIL SO REMOVED WAS THE PROPERTY OF THE NAMED CUSTOMER.		
		CUSTOMER INITIAL ____		

COMMENTS:	Paid Check # ____ Amount $ ____	Sub-Total	Tax	TOTAL
	Paid Cash - Amount $ ____			80.35

Drivers Signature: Dennis

Customer Signature: Bob Jacobs

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrants to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A **FINANCE CHARGE** of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN **ANNUAL RATE OF 18%.**

OFFICE COPY

X When Applies

New ____

Change ____

Other ____

ORIGINAL INVOICE

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825 / TWX 910-831-3120

Date Picked Up
8-23-88
Invoice Number
20984

Mailing Information:

CITY OF FAYETT.
BOX F
FAYETTEVILLE, AR. 72701

Phone #: AC 501 - 521-7700

Pickup Information:

Phone #: AC ____ - ____

Account No.	Customer P.O. #	Terms Cash	Terms Charge	Driver #	Route #	State #	
175149			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
280	005 - 053 00 00	GAL. - WASTE OIL - PICK UP SERVICE	.20	56.00
		AS A REPRESENTATIVE OF THE NAMED CUSTOMER OF WASTE OIL SERVICE COMPANY I HEREBY AUTHORIZE THE REMOVAL BY WASTE OIL SERVICE COMPANY OF THE QUANTITY OF WASTE OIL DESCRIBED ABOVE AND REPRESENT THAT AT THE TIME OF REMOVAL THE WASTE OIL SO REMOVED WAS THE PROPERTY OF THE NAMED CUSTOMER.		
		CUSTOMER INITIAL ____		

Sub-Total	Tax	TOTAL
		56.00

COMMENTS:

Paid Check # ____ Amount $ ____

Paid Cash - Amount $ ____

Drivers Signature: Dennis

Customer Signature: Micky Ballard

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrants to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT.
A FINANCE CHARGE of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN ANNUAL RATE OF 18%.

OFFICE COPY

ORIGINAL INVOICE

X When Applies
New X
Change ____
Other ____

WASTE OIL SERVICE CO.

301 N. RHODE ISLAND P.O. BOX 11257
OKLAHOMA CITY, OKLAHOMA 73136
(AC 405) 232-4825

Date Picked Up
11-8-88
Invoice Number
023243

Mailing Information:
CITY OF FAYETTEVILLE
~~BOX~~ 113 W. MT. AIRPORT DEPT.
FAYETTEVILLE, AR. 72701
Phone #: AC 501 - 521-4750

Pickup Information:
Phone #: AC ____ - ____

Account No.	Customer P.O. #	Cash	Terms Charge	Driver #	Route #	State #	
175608			X	66	550	04	

Gallons Received	Inventory Item No.	Description	Unit Price	Amount
850	005 - 053 00 00	GAL. - USED OIL - PICK UP SERVICE	.20	170.00

SUB-TOTAL	TAX	TOTAL
		170.00

COMMENTS

PAID CHECK # ____ AMOUNT $ ____

PAID CASH AMOUNT $ ____

DRIVERS SIGNATURE Verne

AS A REPRESENTATIVE OF THE NAMED CUSTOMER OF WASTE OIL SERVICE COMPANY, I HEREBY AUTHORIZE THE REMOVAL BY WASTE OIL SERVICE COMPANY OF THE QUANTITY OF USED OIL DESCRIBED ABOVE AND REPRESENT THAT AT THE TIME OF REMOVAL THE USED OIL SO REMOVED WAS THE PROPERTY OF THE NAMED CUSTOMER.

CUSTOMER SIGNATURE X [signature]

CONDITIONS OF SALE

1. The Generator accepts by his signature that the service provided by Waste Oil Service Company is for the collection of recyclable used automotive crankcase motor oils, transmission oils, and/or hydraulic oils. The Generator further warrants to Waste Oil Service Company that these oils have not been blended with chemical substances that are considered toxic and/or hazardous by any local, city, state, or federal agency.
2. The Generator acknowledges that this invoice does not release the Generator's responsibility under RCRA.

TERMS: ALL CHARGE INVOICES ARE NET UPON RECEIPT OF STATEMENT. A FINANCE CHARGE of 1½% WILL BE CHARGED ON ALL PAST DUE BALANCES. THIS REPRESENTS AN ANNUAL RATE OF 18%.

OFFICE COPY

Exhibit C
Agreement

DOUBLE EAGLE SUPERFUND SITE
SMALL PARTY SETTLEMENT AGREEMENT

This Small Party Settlement Agreement (hereinafter "Agreement") is made and entered into by and between Union Pacific Railroad Company and City of Fayetteville (hereinafter "Small Party Generator"), as more fully described in the Definitions section below. The purpose of this Agreement is to provide the Small Party Generator with an opportunity to resolve all claims for Covered Costs (as defined below) in connection with the Double Eagle Superfund Site. This Agreement shall, for all purposes, be deemed to be fully executed on the latest dates of execution of this Agreement (hereinafter the "Effective Date").

1. DEFINITIONS

1.1 "Union Pacific" means Union Pacific Railroad Company and each of its predecessors, successors, parents, subsidiaries, divisions, affiliates, assigns, directors, officers, and shareholders.

1.2 "Small Party Generator" means City of Fayetteville.

1.3 "Parties" means Union Pacific and Small Party Generator.

1.4 "Double Eagle Site" or the "Site" means the Double Eagle Refinery Superfund Site located at 1900 NE First Street in Oklahoma City, Oklahoma County, Oklahoma. The Site covers approximately 12 acres of land near the intersection of Martin Luther King and Reno Street in Oklahoma City, along with any areas where contamination released from the facility has come to be located. The Site is bounded by railroad tracks on the north, Martin Luther King Boulevard on the east, a wooded area on the west, and a truck stop on the south.

1.5 "Double Eagle Litigation" means the lawsuit styled "*The United States of America and the State of Oklahoma v. Union Pacific Railroad*," C.A. No. 5:06-CV-00887-C, in the United States District Court for the Western District of Oklahoma.

1.6 "Natural Resource Damages" means damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury to, destruction of, or loss of natural resources resulting from releases at the Site.

1.7 "Response Costs" means all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25), including direct and indirect costs, interest, and Natural Resource Damages.

1.8 "State Response Costs" shall mean all costs for removal, remediation, or monitoring, including but not limited to direct and indirect costs, together with accrued interest incurred by the State of Oklahoma, including but not limited to the Oklahoma Department of Environmental Quality ("ODEQ") and any successor agencies, or instrumentalities of the same.

1.9 "Covered Costs" means any and all past, present and future claims, liabilities, contribution, or demands related to the Double Eagle Site falling within the definition of Response Costs and State Response Costs.

1.10 "Not Covered Costs" means claims related to the Double Eagle Site for the following: (a) any tort claims, including claims for personal injury or property damage claims (including without limitation diminution of value of property), (b) claims for breach or non-performance of this Agreement; (c) criminal liability; or (d) any other matters that do not fall specifically within the definition of Covered Costs.

2. BACKGROUND

2.1 From approximately 1929 to 1988, Double Eagle Refining Company operated a waste oil re-refining facility on the Double Eagle Site. Waste oil was brought to the Double Eagle Site by independent haulers and Waste Oil Service Company, an affiliate of Double Eagle Refining Company.

2.2 The United States Environmental Protection Agency ("EPA") added the Double Eagle Site to the National Priorities List of contaminated sites in 1989. EPA began a remedial investigation of the Double Eagle Site in 1990 and completed a Remedial Investigation/Feasibility Study ("RI/FS") for surface waters in 1992. In 1992, EPA issued a Record of Decision ("ROD") for the Double Eagle Site, which stated EPA's determination that the Site presented imminent and substantial endangerment to public health, welfare, or the environment. EPA completed an RI/FS for groundwater in 1993 and issued a second ROD in 1994. EPA and the ODEQ then conducted several remedial actions at the Double Eagle Site, completing the groundwater remediation in 1996 and the surface remediation in 1999. The United States and the State of Oklahoma have expended over $30 million in Response Costs and State Response Costs in connection with the Site.

2.3 On August 22, 2006, the United States and the State of Oklahoma filed a cost recovery action under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9607, and Title 27A O.S. §§ 1-2-101, 1-3-101, and 2-3-101 against Union Pacific in the United States District Court for the Western District of Oklahoma (C.A. No. 5:06-CV-00887-C) ("Double Eagle Litigation"). The plaintiffs allege that Union Pacific is liable under CERCLA § 107(a) as a former owner of the Double Eagle Site and as an arranger. Union Pacific is the only defendant in the Double Eagle Litigation, although Union Pacific has brought in additional potentially responsible parties ("PRPs") as third party defendants in the lawsuit.

2.4 This Agreement provides an opportunity for Small Party Generator, an entity that has also been identified as a PRP in the Site, to fully resolve its liability to Union Pacific for Covered Costs and avoid prolonged and complicated litigation.

2.5 Small Party Generator, by executing the certification on the signature page attached hereto, certifies that after conducting an investigation regarding its shipments to the Double Eagle Site or shipments transported by Waste Oil Service Company, it has not transported or arranged for the transportation of more than 10,000 gallons of waste oil and/or any other hazardous substances to the Site. Small Party Generator's volume for this Site has been calculated to be 3,930 gallons.

3. OBLIGATIONS OF THE PARTIES

3.1 Covered Matters

Provided that Small Party Generator executes this Agreement and timely complies with the payment obligation set forth herein, such Small Party Generator will be released from all Covered Costs.

3.2 Not Covered Matters

This Agreement does not provide a release, indemnity, or covenant not to sue for any Not Covered Costs.

3.3 Mutual Release and Indemnity

In exchange for the Small Party Generator Settlement Payment described below, the receipt and sufficiency of which is hereby acknowledged, Union Pacific by this Agreement does hereby release, acquit, and forever discharge, and indemnify and hold harmless Small Party Generator from any and all Covered Costs, effective upon Union Pacific's receipt of the entire Small Party Generator Settlement Payment described in Section 3.7 herein. In exchange for this consideration, Small Party Generator does hereby release, acquit, and forever discharge Union Pacific from any and all Covered Costs.

3.4 Covenant Not to Sue

Union Pacific and Small Party Generator agree and covenant not to sue or prosecute any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters falling within the definition of Covered Costs against each other at any time hereafter, with the exception of a suit to enforce the terms of this Agreement, or the payment set forth in Section 3.7 herein.

3.5 Waiver of Claims

Small Party Generator agrees not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters falling within the definition of Covered Costs against any other person who is a PRP under CERCLA at this Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Small Party Generator may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against Small Party Generator.

3.6 No Admission

The Parties acknowledge and agree that this Agreement is intended to compromise, settle, and resolve disputed claims for the purpose of avoiding the expense and uncertainty of litigation. The Parties do not admit liability of any kind, including without limitation any liability to each other or any other person or entity or to any federal, state or local agency or any other third party under federal, state or local laws, rules or regulations. Neither this Agreement nor any of its terms, covenants, or condition shall be offered or received in evidence in any proceedings or

utilized in any matter whatsoever as an admission of any wrongdoing or liability on the part of any Party or Parties; provided, however, that nothing in this Paragraph is intended or should be construed to bar the enforcement of any term or condition of this Agreement by a Party against the other, or to prevent this Agreement from being used, offered or received in evidence in a proceeding to enforce or effectuate this settlement.

3.7 Small Party Generator Settlement Payment

In consideration for the mutual release, indemnity, and covenants provided for herein, Small Party Generator will pay Union Pacific $27,500.00 (hereinafter "Small Party Generator Settlement Payment") within thirty (30) days of the Effective Date. Payment shall be made by cashier's or certified check (or wire transfer) to "**Union Pacific Railroad Company**" at the following address:

Double Eagle Settlement Fund
c/o Ms. Janie Olivares
Fulbright & Jaworski L.L.P.
1301 McKinney, Suite 5100
Houston, TX 77010-3095
Phone: (713) 651-5501
Fax: (713) 651-5246

4. CONFIDENTIALITY

The Parties agree to maintain as confidential the terms of this Agreement; provided, however, Union Pacific may disclose to the United States, the State of Oklahoma and any other parties to the Double Eagle Litigation the names of any Small Party Generator who signs this Agreement. This Agreement shall not be admissible in any proceeding or action, except as may be necessary to interpret or enforce the terms of this Agreement. The Parties also agree that this Agreement, and, except as otherwise set forth in this paragraph, the terms and conditions herein, are confidential and shall not be disclosed unless disclosure is otherwise mandated by law or court order or except as may be necessary to secure insurance coverage or other contractual indemnities, or for tax and/or accounting purposes. If disclosure is required or necessary, the party seeking to disclose shall give reasonable and advance notice (so as to provide at least five (5) business days' notice) to all other Parties so as to allow the other Parties an opportunity to enforce this non-disclosure provision in the appropriate form.

5. WARRANTIES

Union Pacific and Small Party Generator represent and warrant that:

5.1 This Agreement is executed with the Parties' full knowledge and understanding of its terms and meaning and on advice of their attorneys.

5.2 The Parties' representatives are of legal age and are legally competent to execute this Agreement and they do so of their own free will and accord without reliance on any representation of any kind or character not expressly set forth in this Agreement.

6. MISCELLANEOUS

6.1 Attorneys' Fees and Costs

Each Party shall bear all attorneys' fees and costs arising from the actions of its own counsel or consultants in connection with this Agreement and all matters or documents referred to herein.

6.2 Severability

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided in order to achieve the intent of the Parties to this Agreement to the extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement. The Parties expressly agree that the terms and provisions of this Agreement are contractual in nature and not merely recitals.

6.3 Entire Agreement

This Agreement shall constitute the entire agreement among the Parties with respect to the subject of this Agreement and shall supersede and replace any previous agreements and understandings between the Parties, whether written or oral, with respect to the subject matter of this Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.4 Amendments

The provisions of this Agreement may not be changed, discharged, terminated, altered or waived orally, but only by an instrument in writing signed by the Parties hereto.

6.5 No Third Party Beneficiaries

It is expressly understood and agreed that this Agreement and the settlement are solely for the benefit of the Parties hereto, and that nothing in this Agreement or the settlement is intended or shall be construed to provide any rights or defenses to any other party.

6.6 Governing Law

This Agreement is to be governed and construed in accordance with the laws of the State of Texas, without regard to its laws applicable to choice of law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year respectively set forth below.

[signature blocks on following pages]

UNION PACIFIC RAILROAD COMPANY

By:_____

Print Name:_____

Title:_____

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, who known to me to be the person whose name is signed to the foregoing instrument, who acknowledged to me that he/she executed this instrument for the purposes and consideration expressed therein.

GIVEN under my hand and seal of office, this _____ day of _____ 2009.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

_____
NOTARY'S PRINTED NAME

SEAL:

SETTING SMALL PARTY GENERATOR SIGNATURE PAGE TO DOUBLE EAGLE SITE SMALL PARTY SETTLEMENT AGREEMENT

The Small Party Generator identified below accepts and agrees to the foregoing Double Eagle Superfund Site Small Party Settlement Agreement.

Pursuant to Section 2.5 of the Agreement, the Small Party Generator identified below certifies that it has conducted an investigation regarding its shipments to the Double Eagle Superfund Site and its use of Waste Oil Service Company, and the volume set forth in Section 2.5 is accurate.

If, for any reason, the representations made in this certification are not accurate or become inaccurate as a result of newly discovered information that results in a change in volume of more than fifteen (15) percent, the Small Party Generator shall promptly provide the corrected information to Union Pacific Railroad Company. If the foregoing occurs, Union Pacific Railroad Company shall have the right to rescind this Agreement with respect to the Small Party Generator upon written notice and return any monies paid by the Small Party Generator.

SMALL PARTY GENERATOR: City of Fayetteville

By:_____

Print Name:_____

Title:_____

Date:_____

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, who known to me to be the person whose name is signed to the foregoing instrument, who acknowledged to me that he/she executed this instrument for the purposes and consideration expressed therein.

GIVEN under my hand and seal of office, this _____ day of _____ 2009.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF _____

_____
NOTARY'S PRINTED NAME

SEAL:

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2009
City Council Meeting Date
Agenda Items Only

Don Marr	Administration	Administration
Submitted By	**Division**	**Department**

Action Required:

Approval of a contract with XXXXX for $XXXX, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $XXXX

	$ 4,000,000	ICE FEMA (2009 Ice Storm Reimb)
Cost of this request	Category / Project Budget	Program Category / Project Name
4270 9280 5315 00	$ 3,400,316	Ice Storm 2009 - FEMA
Account Number	Funds Used to Date	Program / Project Category Name
09010-0906	$ 599,684	Replacement & Disaster Rec
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director — 10 Apr 09 — Date

City Attorney — 4/10/09 — Date

Finance and Internal Services Director — 4-10-2009 — Date

Chief of Staff — 4/13/09 — Date

Mayor — 4/14/09 — Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — ENTERED 4-10-09

Received in Mayor's Office — ENTERED 4/10/09

Comments:

Revised January 15, 2009

Fayetteville
ARKANSAS

City Council Meeting of 16 April 2009

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council
Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: 9 April 2009

Subject: Approval of a contract with XXXXX for $XXXX, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $XXXX

RECOMMENDATION

City Administration recommend approval of a contract with XXXXX for $XXXX, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $XXXX.

BACKGROUND

This contract provides for services including but not limited to loading, hauling and disposal through a beneficial reuse method, approximately 150,000 cubic yards of mulch resulting from storm cleanup. The mulch is currently located at three temporary disposal sites, listed in priority:

- Noland Wastewater Treatment Plant, 1400 North Fox Hunter Road, Fayetteville, AR, 72701
- West Side Wastewater Treatment Plant, 5 South 54th Avenue, Fayetteville, AR, 72701
- Water and Sewer Operations Center, 2435 South Industrial Drive, Fayetteville, AR, 72701

Per the City's ADEQ permit the City's debris disposal sites must be closed and restored by May 27, 2009. Thus, all mulch is required to be removed no later than May 20, 2009

DISCUSSION

The City received XX proposals on April 15, 2009 for this project; the bid tab is attached.
The removal will be begin within 72 hours from issuance of the Notice to Proceed, with all debris disposal activities concluded by May 27, 2009.

Contractor	Proposal

The selection criteria were:

1) Qualifications in relation to scope of work = 20%
2) Experience, competence and capacity for performance = 15%
3) Proposed final disposition method = 30%
4) Past performance = 15%
5) Price = 20%

The committee evaluated proposers on April 16, developed a short list and interviewed XX. Based on the above criteria, the Committee selected XXXX to perform the services.

BUDGET IMPACT

This project is eligible for the same FEMA reimbursement as the other debris removal projects.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH xxxxxxxxxx IN THE AMOUNT OF $xxxxxxxxxx FOR DISPOSAL, THROUGH A BENEFICIAL RE-USE METHOD, OF MULCH RESULTING FROM STORM DEBRIS CLEAN-UP; AND APPROVING A CONTINGENCY IN THE AMOUNT OF $xxxxxxxxxxxxxx.

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 contract with xxxxxxxxxx in the amount of $xxxxxxxxxx for disposal, through a beneficial re-use method, of mulch resulting from Ice Storm 2009 debris clean-up.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Contingency in the amount of $ xxxxxxxxxxxxx.

PASSED and **APPROVED** this 16th day of April, 2009.

APPROVED: ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2009
City Council Meeting Date
Agenda Items Only

David Jurgens	Administration	Administration
Submitted By	**Division**	**Department**

Action Required:

Approval of a contract with International Equipment Distributors, Inc. for $439,500.00, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $7,500 and approve a budget adjustment.

$ 447,000	$ 4,000,000	ICE FEMA (2009 Ice Storm Reimb)
Cost of this request	Category / Project Budget	Program Category / Project Name
4270 9280 5315 00	$ 3,400,316	Ice Storm 2009 - FEMA
Account Number	Funds Used to Date	Program / Project Category Name
09010-0906	$ 599,684	Replacement & Disaster Rec
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [XX]

Department Director — 16 APR 09 Date

City Attorney — 4-17-09 Date

Finance and Internal Services Director — 4-16-2009 Date

Chief of Staff — Date

Mayor — 4/16/09 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office

Received in Mayor's Office

Comments:

Revised January 15, 2009

Fayetteville
ARKANSAS

City Council Meeting of 16 April 2009

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council
Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: 9 April 2009

Subject: Approval of a contract with International Equipment Distributors, Inc. for $439,500.00, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $7,500 and approve a budget adjustment

---

RECOMMENDATION

City Administration recommend approval of a contract with International Equipment Distributors, Inc. for $439,500.00, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $7,500 and approve a budget adjustment.

BACKGROUND

This contract provides for services including but not limited to loading, hauling and disposal through a beneficial reuse method, approximately 150,000 cubic yards of mulch resulting from storm cleanup. The mulch is currently located at three temporary disposal sites, listed in priority:

- Noland Wastewater Treatment Plant, 1400 North Fox Hunter Road, Fayetteville, AR, 72701
- West Side Wastewater Treatment Plant, 5 South 54th Avenue, Fayetteville, AR, 72701
- Water and Sewer Operations Center, 2435 South Industrial Drive, Fayetteville, AR, 72701

Per the City's ADEQ permit the City's debris disposal sites must be closed and restored by May 27, 2009. Thus, all mulch is required to be removed no later than May 20, 2009

DISCUSSION

The City received 3 proposals on April 15, 2009 for this project; the bid tab is attached.
The removal will be begin within 72 hours from issuance of the Notice to Proceed, with all debris disposal activities concluded by May 27, 2009.

Contractor	Proposal
International Equipment Distributors	$439,500
J. B. Hunt	$544,500
DRC Emergency Services	$771,000

The selection criteria were:

1) Qualifications in relation to scope of work = 20%
2) Experience, competence and capacity for performance = 15%
3) Proposed final disposition method = 30%
4) Past performance = 15%
5) Price = 20%

The committee evaluated proposers on April 16. Based on the above criteria, the Committee selected International Equipment Distributors to perform the services.

BUDGET IMPACT

This project is eligible for the same FEMA reimbursement as the other debris removal projects.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH INTERNATIONAL EQUIPMENT DISTRIBUTORS, INC. IN THE AMOUNT OF $439,500.00 PLUS A $7,500.00 CONTINGENCY FOR DISPOSAL OF MULCH FROM THE ICE STORM CLEAN-UP AND TO APPROVE A BUDGET ADJUSTMENT OF $447,000.00

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 agreement with International Equipment Distributors, Inc. attached hereto in the amount of $439,500.00, plus a contingency of $7,500.00 for loading, hauling and properly disposing of the mulch from the January ice storm.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of $447,000.00 to pay for the contract.

PASSED and **APPROVED** this 16th day of April, 2009.

APPROVED: ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville, Arkansas
Budget Adjustment Form

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

Project or Item Added/Increased:

$447,000 is requested in the Contract Services Account.

Project or Item Deleted/Reduced:

$335,250 is requested from the Federal Grants - Operational account, $55,875 is requested from the State Grants - Operational account, and $55,875 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	
Contract Services	4270	9280	5315	00	447,000	09010	0906

Decrease Budget

Account Name	Account Number				Amount	Project Number	
State Grants - Operational	4270	0927	4302	01	55,875	09010	0906
Federal Grants - Operational	4270	0927	4309	01	335,250	09010	0906
Use of Fund Balance	4270	0927	4999	99	55,875	09010	0906

V.090403

Division Head	Date
Budget Director	4-16-09 Date
Department Director	4-16-09 Date
Finance Director	4-16-2009 Date
Chief of Staff	Date
Mayor	4/16/09 Date

Budget & Research Use Only

Type: A B C (D) E

Requested By

General Ledger Date

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

Judging Criteria

(20) Financial savings
- Payback period of capital expenses
- Energy and utility savings
- Avoided or reduced maintenance
- Increased reliance on cheap and clean energy sources

(20) Energy Savings
- Calculated in kWh equiv and MMBtu equiv

(20) Environmental Impacts
- Greenhouse gas emissions reductions
- Hazards, toxicity, and waste
- Impacts on air quality
- Impacts on water
- Impacts on biodiversity

(15) Social and community sustainability
- Allocates costs and benefits fairly to faculty, staff, and students
- Promotes and develops improved town-gown relations
- Improves the quality of life on campus and health of campus users

(15) Marketable/acceptable
- To students
- To deans, directors, and building execs
- To the UA Board of Trustees
- To banks and other sources of finance
- To local, regional and state politicians

(5) Comprehensive
- Addresses building energy, transportation energy, water conservation, waste management, land stewardship, and social sustainability

(5) Practical
- Major components can be implemented within a year

SECTION 00500

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND IED, INC.

THIS AGREEMENT is dated as of the_____ day of _____ in the year 2009 by and between the **CITY OF FAYETTEVILLE** and **IED, INC.**

1. The **IED, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

   STORM DEBRIS MULCH DISPOSAL

2. The **IED, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.

3. The **IED, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **90** calendar days. The **IED, INC.** 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. The **IED, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **PROPOSAL**.

5. The term **CONTRACT DOCUMENTS** shall mean and include the following:

   5.1 Invitation to Bid
   5.2 Information for Bidders
   5.3 Supplemental Information for Bidders
   5.4 Proposal
   5.5 Bid Bond
   5.6 Agreement Between City of Fayetteville and IED, INC.
   5.7 Performance and Payment Bond
   5.8 General Conditions
   5.9 Prevailing Wage Rates
   5.10 Notice of Award
   5.11 Notice to Proceed
   5.12 Project Manual for Storm Debris Services
   5.13 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay the **IED, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Temporary Mulch Grinding Site:

8.1 The coordinates of the proposed temporary mulch grinding site are approximately:

619272.37 N
674230.28 E

8.2 The approval of the temporary mulch grinding site shall be contingent upon the following:

(a) The property owner shall request rezoning of the property from R-A to I-2 by 4:30 p.m. on Tuesday, April 21, 2009.
(b) The City Council rezoning of the property from R-A to I-2 during the April 21, 2009 meeting.
(c) The property owner's written assurance to the City of Fayetteville by 4:30 p.m. on Tuesday, April 21, 2009 that the property owner will request a rezoning from I-2 to R-A for this property no later than 120 days after the Notice to Proceed date.

8.3 Contractor shall obtain a stormwater permit from ADEQ for the site.

9. Contract Price.

Item	Item Description	Est. Qty	Unit	-	Unit Price	-	Extended Amt
1	Loading, Hauling, and Disposal of "Single Grind" Mulch	150,000	cy		$2.93		$439,500.00

Total Base Price:

Four hundred thirty nine thousand and five hundred dollars $ 439,500.00
Amount in Words **Figures**

10. **MISCELLANEOUS**

10.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.2. 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.

10.3. City of Fayetteville and IED, INC. each binds itself, it 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.

10.4. 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.

10.5. 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.

10.6. **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, IED, 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.

10.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and IED, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to IED, INC.. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and IED, INC. or identified by Engineer on their behalf.

OWNER	**IED, INC.**
CITY OF FAYETTEVILLE	_____
BY _____	BY _____
Mayor Lioneld Jordan	
[CORPORATE SEAL]	[CORPORATE SEAL]
ATTEST _____	ATTEST _____

Address for giving notices:
113 W. Mountain
Fayetteville, AR 72701

Address for giving notices:

_____

_____

License No._____

Agent for service of process:_____

_____

(If **IED, INC.** is a corporation, attach evidence of authority to sign.)

END OF SECTION 00500

PROJECT MANUAL

RFP 09-10, STORM DEBRIS MULCH DISPOSAL

Fayetteville
ARKANSAS

FAYETTEVILLE, ARKANSAS

PROJECT NUMBER 09010.0906

7 APRIL, 2009

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END OF SECTION 00010

SECTION 00020
NOTICE OF REQUEST FOR PROPOSAL
City of Fayetteville, Arkansas
RFP 09-10, STORM DEBRIS MULCH DISPOSAL

The City of Fayetteville, Arkansas, invites qualified firms to submit proposals for services including but not limited to **Loading, Hauling, and Disposal of "Single Grind" Mulch.**

To be considered, proposals must be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before **Wednesday, April 15, 2009 at 11:00 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 the 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, CPPB
Title: Purchasing Agent

END OF SECTION 00020

SECTION 00100

INFORMATION FOR PROPOSERS

1.) All proposers shall provide copies of references, licenses, proof of adequate insurance, and bonding.

2.) All proposers shall be in compliance with all Federal, State, and Local requirements and regulations.

3.) Should multiple mulch disposal alternatives be included with this proposal, each shall be described on separate Proposal Documents (Section 00310).

4.) Basic Scope of Work.

a) This invitation covers the requirements for loading, hauling and disposal through a beneficial reuse method, of "Single Grind" mulch resulting from storm cleanup as described hereunder (Services).

b) The Services consist of approximately 150,000 cubic yards of "single grind" mulch. The quantity of mulch referenced is strictly a "best guess" estimate and actual quantities may vary. Proposals for partial volumes of no less than 50,000 cubic yards will be considered.

c) The mulch is currently located at the three (3) locations listed hereunder:

(1) Noland Wastewater Treatment Plant, 1400 North Fox Hunter Road, Fayetteville, AR, 72701

(2) West Side Wastewater Treatment Plant, 5 South 54th Avenue, Fayetteville, AR, 72701

(3) Water and Sewer Operations Center, 2435 South Industrial Drive, Fayetteville, AR, 72701

5.) Upon award, the Contractor shall:

a) Load, haul and dispose of all "single grind" mulch to an energy producing facility, recycling facility, or any other beneficial reuse method(s) of disposal recognized and approved by the City of Fayetteville.

b) Provide to the City documented evidence of the final disposition and/or disposal of all mulch.

c) Begin Services within three (3) days after award and complete the Work no later than May 20, 2009.

d) Possess and maintain all local, state and federal licenses and certifications applicable to the Services described herein.

6.) Awarded contractor shall use load ticket requirements to record with specificity (e.g., street address) where mulch is picked up and the amount picked up, hauled, and disposed of. Awarded contractor shall provide all documentation and information on load tickets as provided by Solid Resources, Inc.

7.) All payment provisions in proposal form and invoicing shall be based on unit prices, on a per cubic yard basis.

8.) No payments or bids may be based on time and material costs.

9.) Awarded contractor 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.

10.) Contract(s) resulting from this bidding document may be terminated for convenience at any time for any reason.

11.) The undersigned proposer agrees that twenty percent (20%) 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.

12.) Awarded contractor shall use mechanical equipment to load mulch into the trucks and trailers.

13.) Awarded contractor shall provide a safe working environment.

14.) All contract amendments and modifications shall be made in writing and properly approved by the City of Fayetteville Mayor and City Council.

15.) Awarded contractor shall obtain adequate payment and performance bonds and insurance coverage as described in this document.

16.) 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.
c. A safety action plan covering all aspects of the contractor's operations

17.) No Proposer shall claim to be "FEMA Certified". FEMA does not certify, credential, or recommend debris contractors.

18.) No contractor or bidder shall make eligibility determinations in relation to FEMA; only FEMA has appropriate authority.

19.) This contract and bid may be used to "piggyback" with other entities so long as piggybacking does not jeopardize FEMA funding.

20.) Proposals shall be received at the address listed below and are due by **Wednesday, April 15, 2009 at 11:00 AM**, Central Standard Time:

City of Fayetteville
Attention: Andrea Foren – Room 306
113 W. Mountain
Fayetteville, AR 72701

21.) 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.

22.) 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.

23.) 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.

24.) 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.

25.) 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.

26.) 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. 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: Wednesday, April 15, 2009, Thursday, April 16, 2009 and Friday, April 17, 2009.

27.) 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.

28.) 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.

29.) 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.

30.) 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.

31.) ***The Proposer is required to submit one (1) original and ten (10) 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.

32.) It is intended that all documents pertaining to this request for proposal shall define and describe the complete services to which they relate.

33.) 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.

34.) 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.

35.) 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.

36.) 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.

37.) 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.

38.) 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.

39.) All work performed under this contract shall be completed as follows.

a. All mulch shall be removed prior to May 20, 2009. Liquidated damages will be assessed after May 20, 2009 at a rate of $2,000 per day for each site from which all mulch has not been removed.

40.) The City of Fayetteville reserves the right to deviate from estimated quantities presented on these forms.

41.) 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.

42.) 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. A professional selection committee will select the most qualified firm for the job by grading the firms based on the following percentage point structure:

a) **Qualifications in relation to scope of work = 20%**
b) **Experience, competence, & capacity for performance = 15%**
c) **Proposed final disposition method = 30%**
d) **Past performance = 15%**
e) **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. The selected contractor will be expected to enter into a contract with the appropriate engagement provisions.

43.) Other Considerations & Reservations:

a) 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.

b) 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.

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END OF SECTION 00100

SECTION 00212

SUPPLEMENTAL INFORMATION FOR PROPOSERS

1.0 GENERAL

The purpose of this contract is for loading, hauling and disposal of "single grind" mulch resulting from storm cleanup.

2.0 GENERAL SCOPE OF SERVICES

2.1. The Contractor shall provide for removal of mulch from the debris sites, and disposal for a beneficial reuse application.

2.2. The Services consist of approximately 150,000 cubic yards of "single grind" mulch. The quantity of mulch referenced is strictly a "best guess" estimate and actual quantities may vary. Proposals for partial volumes of no less than 50,000 cubic yards will be considered. The unit price on the individual bid schedules will be used for payment.

The mulch is currently located at the three (3) temporary disposal sites listed hereunder:

(1) Noland Wastewater Treatment Plant, 1400 North Fox Hunter Road, Fayetteville, AR, 72701

(2) West Side Wastewater Treatment Plant, 5 South 54th Avenue, Fayetteville, AR, 72701

(3) Water and Sewer Operations Center, 2435 South Industrial Drive, Fayetteville, AR, 72701

2.3. The mulch shall be delivered to the approved final disposition locations as agreed. All necessary permits shall be obtained by the Contractor.

2.4. The estimated amount of mulch to be removed under this contract is shown on the proposal, but not guaranteed.

2.5. The Contractor shall document the current conditions of all roadways, temporary disposal sites and all structures to remain in the mulch removal area. In addition, all roadways and sidewalks 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.

2.6. No mulch shall be burned under this contract, unless approved in writing by the City of Fayetteville.

2.7. 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.

2.8. The City of Fayetteville and its contracting agents reserve the right to inspect the site, verify quantities and review operations at any time.

2.9. All work shall be accomplished in a safe manner in accordance with City of Fayetteville, Arkansas Department of Labor and OSHA standards.

3.0 LOAD TICKETS

3.1. Load Tickets shall be used for recording the cubic yard volume of mulch removed for disposal. A copy of the load ticket shall be supplied by Solid Resources Inc. 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 Mulch Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Mulch Volume

3.3 A minimum four-part load ticket will be issued by a City monitor prior to transport of the mulch from the temporary disposal site. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of mulch. 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 two copies to the vehicle operator. Two copies are kept by the City monitor. The load tickets shall be submitted with the daily operational report.

4.0 PERFORMANCE SCHEDULE

4.1. The Contractor shall commence performance within seventy two (72) hours of receipt of Notice to Proceed.

4.2. Prior to commencing mulch removal operations a contractor shall, at the City of Fayetteville's direction, provide a removal progress schedule showing where operations will begin and volume of mulch be removed on a 7 and 14 day projection. The plan shall be updated weekly and provided to the City weekly basis, no later than noon Wednesday.

4.3. All activity associated with mulch hauling 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.

4.4. Date for final completion for all mulch removal shall be May 20, 2009, 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.

4.5. Liquidated damages shall be assessed at a rate of $2,000 per calendar day per mulch collection site.

5.0 EQUIPMENT

5.1. All trucks and other equipment must comply 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 mulch 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 mulch shall be equipped with a tailgate that will effectively contain the mulch 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.

5.2. 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.

5.3. Prior to commencing mulch hauling operations, the Contractor shall present to the City of Fayetteville all trucks, trailers, or containers that will be used for hauling mulch. 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.

5.4. 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 mulch hauled for others with mulch hauled under this contract.

5.5. 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.

5.6. The Contractor shall be responsible for traffic control, dust control, on-site roadway maintenance, and security and safety measures for each temporary disposal site AFTER all storm debris has been chipped into mulch by the storm debris removal contractor (DRC Emergency Services).

6.0 REPORTING

6.1. 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 mulch removed, by category

6.2. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

6.3. The Contractor shall provide the City with a weekly report outlining the status of all damage concerns and claims.

7.0 OTHER CONSIDERATIONS

7.1. 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.

7.2. The Contractor shall be duly licensed in accordance with city, state, and county statutory requirements to perform the work.

7.3. 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.

7.4. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.

7.5. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local requirements for dust control.

7.6. The City of Fayetteville may suspend contractor operations due to inclement weather.

7.7. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract.

8.0 FINAL DISPOSITION

Final disposition of the mulch is a **critical factor** in the selection process. If at all possible, the mulch should be disposed of in a local beneficial reuse application (followed by a non-local beneficial reuse application if no local application is available).

9.0 MEASUREMENT

Measurement for all debris removed shall be as shown on the Proposal.

10.0 BONDING AND INSURANCE

10.1. 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.

10.1.1 Worker's Compensation

A.	State:	Statutory
B.	Applicable Federal:	Statutory
C.	Employer's Liability:	$500,000

10.1.2 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

10.1.3 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

10.1.4 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

10.1.5 Automobile Liability:

A. Bodily Injury Liability:

$1,000,000 Each Person
$2,000,000 Annual Aggregate

B. Property Damage Liability:
$ 250,000 Each Occurrence

10.2. 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.

11.0 PAYMENT

11.1. 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 receipt of invoice.

11.2. 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 on-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.

11.3. 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.

11.4. 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.

11.5. 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.

12.0 PRIORITY OF WORK

12.1. The Contractor shall schedule his work in the most efficient manner possible, provided the following priorities.

(1) Noland Wastewater Treatment Plant, 1400 North Fox Hunter Road, Fayetteville, AR, 72701

(2) West Side Wastewater Treatment Plant, 5 South 54th Avenue, Fayetteville, AR, 72701

(3) Water and Sewer Operations Center, 2435 South Industrial Drive, Fayetteville, AR, 72701

12.2 The contractor may work at all three sites simultaneously, but the priority of mulch removal shall conform to the above ranking.

13.0 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.

14.0 WARRANTIES AND REPRESENTATIONS

14.1. 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.

14.2. 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.

15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

15.1. 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.

15.2. 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:

15.2.1. 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;

15.2.2. 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;

15.2.3. 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";

15.2.4. The Contract may be terminated.

15.3. The City of Fayetteville may discuss corrective actions with the Contractor to prevent future occurrences.

15.4. 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.

16.0 NOTICES

16.1. 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.

16.2. 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.

17.0 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.

18.0 TERMINATION

18.1. This contract may be terminated at any time for the convenience of the City of Fayetteville.

18.2. 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.

19.0 ACCEPTANCE OF CONTRACT

19.1 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.

19.2 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.

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

20.0 MISCELLANEOUS

20.1 As agreed upon by the Fayetteville City Council and International Equipment Distributors, Inc., local sub-contractors and individuals will be used, to the extent possible, during this debris removal project. The undersigned proposer agrees that twenty percent (20%) 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.

20.2 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.

20.3 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.

20.4 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:

☑ 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.

Daniel Davis
Printed Name

Daniel Davis
Signature

4-13-09
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;

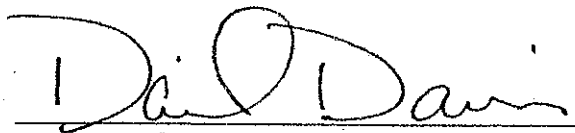
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(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.

Daniel Davis, Business Development Officer

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

4/13/2009

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: Wednesday, April 15, 2009, Thursday, April 16, 2009, Friday, April 17, 2009.**

PART 1: Primary Contact Information:

Name of Firm: IED, Inc

Name of Primary Contact: Daniel Davis

Title of Primary Contact: Business Development Officer

Phone#1 (cell preferred): 225-202-3658 **Phone#2:** 251-971-2210

E-Mail Address: ddavis@iedinc-usa.com

PART 2: Contact for Legally Binding Contracts:

Is the primary contact (listed in Part 1) 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: Wednesday, April 15, 2009 at 11:00 AM. LOCAL TIME

Proposal of: IED, Inc

Address: P.O. Box 1886

Foley, AL 36536

Proposal For: STORM DEBRIS MULCH DISPOSAL

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**.

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:** N/A

Failure to list all necessary Addenda issued by the **OWNER** 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.**

Should multiple mulch disposal alternatives be included with this proposal, each shall be described on separate Proposal Documents (Section 00310).

List all included disposal alternatives below:

- use by its independent chicken growers as bedding material for hens and broilers.
- any unsold mulch will be used and/or sold as mulch by Easterling Wood Products, Inc.

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 Corporation, incorporated in the State of Alabama

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

_____

_____

☐ An Individual whose full name is: _____

IED,Inc.
General Contractor (Firm Name)

_____
Signed By

Business Development Officer
Title

04-13-2009
Date

P.O. Box 1886
Address

Foley, AL 36536

251-971-2210 fax: 251-971-2139
Telephone Number & Fax

39428
Contractor's License Number

Item	Item Description	Est. Qty	Unit	-	Unit Price	-	Extended Amt
1	Loading, Hauling, and Disposal of "Single Grind" Mulch	150,000	cy		$2.98		$447,000.00

List Disposal Method Below:

- use by independent chicken growers as poultry bedding material.

- any unsold mulch will be used and/or sold as mulch by Easterling Wood Products, Inc.

Total Base Proposal as outlined on **Proposal Form:**

four hundred forty seven thousand dollars
Amount in Words

$ $447,000.00
Figures

Should multiple mulch disposal alternatives be included with this proposal, each shall be described on separate Proposal Documents (Section 00310).

END OF SECTION 00310

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.	Easterling Wood Products	19447 Hwy 74 East Huntsville, AR 72740	loading and hauling mulch
2.			
3.			
4.			
5.			
6.			
7.			
8			

The undersigned **PROPOSER** agrees that twenty percent (20%) 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: 04-13-2009

Signed: Dal Davis

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END OF SECTION 00311

SECTION 00312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, International Equipment Distributors, Inc. as Principal, and Hartford Fire Insurance Company as Surety, are hereby held and firmly bound unto the City of Fayetteville, hereinafter called the OWNER in the penal sum of Five Percent of Bid Amount (5%) 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 MULCH DISPOSAL**

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 15th day of April, 2009.

International Equipment Distributors, Inc.

(Principal)

By: David Davis

Hartford Fire Insurance Company

(Surety)

By: Cathy P. Grace

Cathy P. Grace, Attorney-in-Fact

END OF SECTION 00312

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code: 43-482992**

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

Charles E. Riddle, Brenda Ann Riddle, Henry Luckett Marye, Jr., David W. Alligood, Cynthia V. Wittmer, Cathy P. Grace
of
Baton Rouge, LA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2012

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 15, 2009
Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Producer Compensation Notice

You can review and obtain information on The Hartford's producer compensation practices at www.thehartford.com or at 1-800-592-5717.

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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.

Response to Statement of Proposer's Qualifications – Section 00420

1. Name of Proposer: **International Equipment Distributors, Inc. (IED, Inc.)**
2. Permanent main office address: **P.O Box 1886, 21602 Doc McDuffie Road, Foley, AL 36536**
3. Organized: **06/21/1990**
4. Incorporated: **Alabama**
5. How many years have you been engaged in the contracting business under your present firm or trade name? **18 years**
6. Contracts on hand:
   - **IED - Livingston Parish, LA fall of 09 – present $7,500,000**
   - **IED - Town of Franklinton, LA completed 2008 $7,100,000**
   - **IED – Washington Parish, LA completed 2007 $64,700,000**
7. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY

   Remediation Services
   - **Recovery operation coordination**
   - **Debris management**
   - **Debris removal, reduction, processing, recycling, disposal**
   - **Debris on private property**
   - **Emergency road clearance**
   - **Landfill site management**
   - **Temporary Debris Storage & Reduction Site (TDSRS) construction and management**
   - **Demolition**
   - **Decontamination and cleanup**
   - **Beach restoration**
   - **Marine removal, recovery, salvage**
   - **Quality assurance**
   - **Asbestos abatement**
   - **Emergency supplemental collection of residential & commercial solid waste**
   - **Hazardous waste collection, characterization, staging, remediation, removal and permanent disposal**
8. Have you ever failed to complete any work awarded to you? **No**

9. Have you ever defaulted on a contract? **No**

10. List similar projects 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. **Please see – Past Performance**

11. List your major equipment currently available for this contract and designate whether owned or leased. **Please see - Equipment**

12. Background and experience of field personnel currently employed by your organization who will perform the work. **Please see– Team section**

13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc. **Please see – Team section**

14. Give bank references.

Carole Gordon, Capital One
440 3rd St., 7th floor
Baton Rouge, LA 70801
225.381.2456

Andrew Braswell, Vision Bank
P.O. Box 1787
Foley, AL 36536
(251) 968-1336

15. Will you, upon request, fill out detailed financial statement and furnish any other information that may be required by the City of Fayetteville. **YES**

16. Give bonding agent and limit.

Cathy Grace
C.P. Grace & Associates, Inc.
A Division of Hub International Gulf South Limited
11606 Southfork Dr, Suite 300
Baton Rouge, LA 70816
225.938.0116
The limit is $200,000,000.00

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 separate Statement of Proposer's Qualifications regarding subcontractor and the method used by the subcontractor. **Refer to Section 00100 & Section 00311.**

Appendix B - EQUIPMENT LIST

FORMAN TRUCKS

EQUIPMENT LIST	F-350	CREW CAB
FORD	F-250	CREW CAB 4 X 4
FORD	F-250	CREW CAB 4 X 4
FORD	F150	4DR SUPER CREW
FORD	F150	4DR SUPER CREW
FORD	F150	4DR SUPER CREW
FORD	F150	4DR SUPER CREW
DODGE	RAM 2500	4DR 4WD
DODGE	RAM 2500	4DR 4WD
DODGE	RAM 2500	4DR 4WD
DODGE	RAM 2500	4DR 4WD
DODGE	RAM 2500	4DR 4WD
DODGE	RAM 2500	4DR 4WD
DODGE	RAM 2500	4DR 4WD
CHEVY	3500	CREW CAB
CHEVY	3500	CREW CAB
CHEVY	3500	CREW CAB
CHEVY	3/4 TON	4DR 4WD
CHEVY	1500 LT 4WD	4DR 4WD
DODGE	RAM 1500 4WD	4DR 4WD
DODGE	DAKOTA 4X2	DAKOTA 4X2
DODGE	BR1500 4WD	4DR 4WD
FORD	F350 SUPER	FLATBED PICKUP
FORD	RANGER	PICKUP EXT CAB

MEDIUM DUTY TRUCKS

GMC	TOPKICK	40 YRD DEBRIS DUMP
GMC	TOPKICK	40 YRD DEBRIS DUMP
GMC	TOPKICK	40 YRD DEBRIS DUMP
GMC	TOPKICK	40 YRD DEBRIS DUMP
GMC	TOPKICK	40 YRD DEBRIS DUMP
GMC	TOPKICK	40 YRD DEBRIS DUMP
GMC	TOPKICK	40 YRD DEBRIS DUMP
CHEVY	KODIAK	30 YRD DEBRIS DUMP
INTERNATIONAL	4700	30 YRD DEBRIS DUMP
INTERNATIONAL	4700	30 YRD DEBRIS DUMP

SERVICE & WELDING TRUCKS

INTERNATIONAL	1754	SERVICE TRUCK
INTERNATIONAL	1754	SERVICE TRUCK
INTERNATIONAL	4700 CH	SERVICE TRUCK
DODGE	RAM 3500	WELDING TRUCK
DODGE	RAM 3500	SERVICE TRUCK
INTERNATIONAL	LUBE TRUCK	LUBE TRUCK
FORD	F450	SERVICE TRUCK
FORD	F450	SERVICE TRUCK
FORD	F550	SERVICE TRUCK
FORD	F700 4WD	FUEL TRUCK
LOGGER'S DREAM	WINCH TRUCK	1000 FT. CABLE
INTERNATIONAL	COF9670	WATER TRUCK 5000 GALLON
INTERNATIONAL	S1900	WATER TRUCK 2000 GALLON
INTERNATIONAL	S1900	WATER TRUCK 2500 GALLON

BUCKET TRUCKS

GMC	C7H	BUCKET TRUCK
GMC	TOPKICK	BUCKET TRUCK

SINGLE AXLE TRACTORS

INTERNATIONAL	8100	TRACTOR
PETERBILT	F9700	TRACTOR

TANDEM & TRI-AXLE TRACTORS

KENWORTH	T-800	TRACTOR
KENWORTH	T-800	TRACTOR
KENWORTH	T-800	TRACTOR
KENWORTH	T-60	TRACTOR
PETERBILT	359	TRACTOR
PETERBILT	379	TRACTOR
PETERBILT	379	TRACTOR
PETERBILT	379	TRACTOR
INTERNATIONAL	F2575	TRACTOR
FORD	L9000	TRACTOR
MACK	R	FLATBED
MACK	R	WATER TRUCK

TANDEM DIESEL DUMP TRUCKS

KENWORTH	T800	20 YRD DUMP TRUCK
INTERNATIONAL	4700	15 YRD DUMP TRUCK

SELF LOADERS

PETERBILT	80 YRD MAX CAP	ROTOBEC KNUCKLEBOOM
STERLING	50 YRD MAX CAP	ROTOBEC KNUCKLEBOOM
INTERNATIONAL	40 YRD MAX CAP W/ DUMP	PRENTICE KNUCKLEBOOM
PETERBILT	100 YRD MAX CAP	PRENITCE KNUCKLEBOOM

ROLL-OFF EQUIPMENT

VOLVO	TANDEM ROLL OFF TRUCK
WESTERN STAR	TANDEM ROLL OFF TRUCK
INTERNATIONAL	TANDEM ROLL OFF TRUCK
MACK	TANDEM ROLL OFF TRUCK
MACK	TANDEM ROLL OFF TRUCK
AMERICAN CARRIER	ROLL OFF TRAILER
BENLEE TRANSPORT	ROLL OFF TRAILER
CLEMENT	ROLL OFF TRAILER
ROLL OFF CONTAINER	30 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	30 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	30 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	30 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	30 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	30 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	40 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	40 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	66 YD. OPEN TOP CONTAINER
ROLL OFF CONTAINER	66 YD. OPEN TOP CONTAINER
WASTEQUIP HOLT	30YD. ROLL OFF CAN
WASTEQUIP HOLT	30YD. ROLL OFF CAN
WASTEQUIP HOLT	30YD. ROLL OFF CAN
WASTEQUIP HOLT	30YD. ROLL OFF CAN
WASTEQUIP HOLT	30YD. ROLL OFF CAN

DUMP TRAILERS

CLEMENT	DEBRIS DUMP TRAILER	72 YRD MAX CAP
J & B	DEBRIS DUMP TRAILER	72 YRD MAX CAP
J & B	DEBRIS DUMP TRAILER	72 YRD MAX CAP
J & B	DEBRIS DUMP TRAILER	72 YRD MAX CAP
BENSON	DEBRIS DUMP TRAILER	74 YRD MAX CAP
BENSON	DEBRIS DUMP TRAILER	74 YRD MAX CAP
BENSON	DEBRIS DUMP TRAILER	74 YRD MAX CAP
TRAILSTAR	DEBRIS DUMP TRAILER	74 YRD MAX CAP
TRAVIS	DEBRIS DUMP TRAILER	74 YRD MAX CAP
MAC	DEBRIS TRAILER	76 YRD MAX CAP
MAC	DEBRIS TRAILER	76 YRD MAX CAP
MAC	DEBRIS TRAILER	78 YRD MAX CAP
MAC	DEBRIS TRAILER	78 YRD MAX CAP

FLATBED TRAILERS

EHRLISH	48 FT.	FLATBED TRAILER
FONTAINE	48 FT.	FLATBED TRAILER
FONTAINE	48 FT.	FLATBED TRAILER
FONTAINE	48 FT.	FLATBED TRAILER
FRUEHAUF	48 FT.	FLATBED TRAILER
UTILITY	42 1/2 FT.	FLATBED TRAILER
GREAT DANE	42 1/2 FT.	FLATBED TRAILER
GREAT DANE	48 FT.	TANDEM AXLE

LOWBOY TRAILERS

LIDD	3 AXLE	60 TON LOWBOY
HYSTER	50 TON TRIAXLE	LOWBOY
TRANSCRAFT		TANDEM AXLE - 43 FT
ROGERS	3 AXLE	50 TON LOWBOY
VULCAN	3 AXLE	60 TON LOWBOY
WITSCO	CHALLENGER	TRAILER - LOWBOY
TARASPORT	STEPDECK	TRAILER

CHIP TRAILERS

WESCO	TRAILER - CHIP 45 FT
NABORS	TRAILER - CHIP 42 FT

WESCO	TRAILER - CHIP 45 FT
NABORS	TRAILER - CHIP 42 FT
ALLOV	TRAILER - CHIP
PEERLESS	TRAILER - CHIP
IMCO	TRAILER - CHIP

HYDRAULIC EQUIPMENT TRAILERS

LEDWELL	HYDRAULIC EQUIPMENT TRAILER
LEDWELL	HYDRAULIC EQUIPMENT TRAILER

WHEEL LOADERS

KUBOTA	R400	WHEEL LOADER	W/ DEBRIS GRAPPLE
KUBOTA	R400	WHEEL LOADER	W/ DEBRIS GRAPPLE
CATEPILLAR	950G	WHEEL LOADER	W/ HYDRAULIC TIP BUCKET
HYUNDAI	760	WHEEL LOADER	W/ HYDRAULIC TIP BUCKET
HYUNDAI	770	WHEEL LOADER	W/ HYDRAULIC TIP BUCKET
HYUNDAI	770	WHEEL LOADER	W/ GP BUCKET
TEREX	SKL 873	WHEEL LOADER	W/ GP BUCKET
KOMATSU	120	WHEEL LOADER	W/ GP BUCKET
JOHN DEERE	544B	WHEEL LOADER	W/ RAKE
DRESSER	530	WHEEL LOADER	W/ RAKE

SKID STEERS/COMPACT TRACK LOADERS

POSITRACK	ASV RC100 CAB	TRACK LOADER	W/ DEBRIS GRAPPLE
POSITRACK	ASV RC100 CAB	TRACK LOADER	W/ DEBRIS GRAPPLE
POSITRACK	ASV RC100 CAB	TRACK LOADER	W/ DEBRIS GRAPPLE
POSITRACK	ASV RC100 CAB	TRACK LOADER	W/ DEBRIS GRAPPLE
POSITRACK	ASV RC85	TRACK LOADER	W/ DEBRIS GRAPPLE
NEW HOLLAND	LX865	SKIDSTEER	W/ DEBRIS GRAPPLE
NEW HOLLAND	LX865	SKIDSTEER	W/ DEBRIS GRAPPLE
NEW HOLLAND	LX865	SKIDSTEER	W/ DEBRIS

			GRAPPLE
NEW HOLLAND	LX885	SKIDSTEER	W/ DEBRIS GRAPPLE

TRACK LOADERS

CATEPILLAR	951	TRACK LOADER
CATEPILLAR	953	TRACK LOADER

EXTENDABLE FORKLIFT W/ DEBRIS GRAPPLE

JCB	520	LOAD ALL	W/ DEBRIS GRAPPLE
JCB	530	LOAD ALL	W/ DEBRIS GRAPPLE
JCB	530	LOAD ALL	W/ DEBRIS GRAPPLE

RUBBER TIRE EXCAVATORS W/ DEBRIS GRAPPLE

LIEBHERR	A904	RUBBER TIRE EXCAVATOR
HYUNDAI	130 - W	RUBBER TIRE EXCAVATOR
HYUNDAI	130 - W	RUBBER TIRE EXCAVATOR
HYUNDAI	140 W-7	RUBBER TIRE EXCAVATOR
HYUNDAI	170 W-7	RUBBER TIRE EXCAVATOR
HYUNDAI	170 W-7	RUBBER TIRE EXCAVATOR
HYUNDAI	170 W-7	RUBBER TIRE EXCAVATOR
HYUNDAI	200 W2	RUBBER TIRE EXCAVATOR
CAT	318	RUBBER TIRE EXCAVATOR
CAT	318	RUBBER TIRE EXCAVATOR

TRACK EXCAVATORS

BOBCAT	331	TRACK EXCAVATOR
HYUDAI	110	TRACK EXCAVATOR
HYUDAI	210	TRACK EXCAVATOR
HYUDAI	250	TRACK EXCAVATOR
HYUDAI	290	TRACK EXCAVATOR
HYUDAI	290	TRACK EXCAVATOR
HYUDAI	320	W/ MORBARK SHEAR

DOZERS

DRESSTA	TD-9H	CRAWLER DOZER
DRESSTA	TD-10M	CRAWLER DOZER

DRESSER	TD12CXP	CRAWLER DOZER
DRESSER	TD15E	CRAWLER DOZER
CATEPILLAR	D5C	CRAWLER DOZER
CATEPILLAR	D6R	CRAWLER DOZER
CATEPILLAR	D6	RUBBER TIRE

GRINDERS

MORBARK	1100 NCL	TUB GRINDER
MORBARK	1300 NCL	TUB GRINDER
MORBARK	7600	GRINDER
UNIVERSAL REFINER	PDR96-8	GRINDER

SCREENERS

FINLEY	790 TROMMEL	
POWER SCREEN	615LL TROMMEL	
POWER SCREEN	WARRIOR	"TRACK"

SPECIALTY EQUIPMENT

CASE	480F	BOX BLADE TRACTOR
AIR CURTAIN	CP2000T	TRENCH BURNER
VERMEER	252	STUMP GRINDER
ALTEC	LRIII	CHIPPER
KUBOTA	RTV 900	OFF ROAD UTILITY VEHICLE
KUBOTA	RTV 900	OFF ROAD UTILITY VEHICLE
TRIM		FUEL TANKER 9000 GAL
RELIABLE		FUEL TANKER 9000 GAL
EVACO	DS15T301A	LUBE & FUEL TRAILER
KENTUCY		OFFICE COMMAND CENTER
TIMBER JACK	205A-R	SKIDDER
LINCOLN	SAE 400	WELDER
LINCOLN	SA 200	WELDER
GORMAN RUPP	T6A3-B	PUMP CENTRIFUGAL - PORTABLE
WACKER	PT6LT	WATER PUMP
GIANT VAC	6001	VAC - BLOWER
KUBOTA	L2250	FARM TRACTOR
KUBOTA	2650 - DT	FARM TRACTOR
ALMOND		PORTBABLE LIGHT PLANT
WACKER		PORTBABLE LIGHT PLANT

WACKER	PORTBABLE LIGHT PLANT
WACKER	PORTBABLE LIGHT PLANT
WACKER	PORTBABLE LIGHT PLANT
WACKER	PORTBABLE LIGHT PLANT

GENERATORS

KUBOTA	SW3350	12.5KW
KUBOTA	SW3350	12.5KW
KUBOTA	SW3350	12.5KW
KUBOTA	SW3350	12.5KW
KUBOTA	SW3350	12.5KW
KUBOTA	SQ3250	17.5KW
KUBOTA	SQ3250	17.5KW
KUBOTA	SQ3250	17.5KW
KUBOTA		15KW
GENERAC		50KW
GENERAC		60KW
KATOLIGHT		60KW
DEUTZ		74KW

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.

International Equipment Distributors, Inc.

(Name of Proposer)

By: Daniel Davis

Title: Business Development Officer

State of Louisiana

Parish
~~County~~ of East Baton Rouge

Daniel B. Davis being duly sworn deposes and says that he is Business Development Officer of International Equipment Distributors, 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 April, 2009.

Notary Public

OFFICIAL SEAL
SMITH L. DAY
NOTARY ID NO. 88488
STATE OF LOUISIANA
NOTARY PUBLIC
My Commission is for Life

My Commission expires @ Death

SIGNED 13 - April, 2009.

END OF SECTION 00420

STATE OF ARKANSAS

SECRETARY OF STATE

Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Certificate of Authority

of

INTERNATIONAL EQUIPMENT DISTRIBUTORS, INC.

filed in this office February 9, 2009 to be a Foreign For Profit Corporation formed under the laws of the State of Alabama in the Country of United States Of America.

I further certify that said Foreign For Profit Corporation, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 9th day of February 2009.

Charlie Daniels

Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/09

PRODUCER	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.	
BEST INSURANCE AGENCY, LLC. 122 Chalkville Road P. O. Box 67 Trussville AL 35173	INSURERS AFFORDING COVERAGE	NAIC #
INSURED International Equipment Distributors, Inc. PO Box 1886 Foley AL 36536-1886	INSURER A: Lloyd's	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		X ANY AUTO	TBA	4/4/09	4/4/10	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Contractors Equipt	BO501NB08AH87	04/25/08	04/25/09	Blanket Limit Deductible	$3,422,000. $5,000. 2% Hail&Wind

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Response to Statement of Proposer's Qualifications – Section 00420

1. Name of Proposer:

Easterling Wood Products Inc.

2. Permanent main office address:

19447 Hyw 74 East Huntsville, AR 72740

3. Organized:

[redacted]

4. Incorporated:

[redacted]

MAY 1976

5. How many years have you been engaged in the contracting business under your present firm or trade name?

[redacted]

33 yrs

6. Contracts on hand:

1 - City of Huntsville, AR

7. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY

The Manufacturing And Transporting Wood Products

The Manfactoring And transporting of wood Products

8. Have you ever failed to complete any work awarded to you?

No

9. Have you ever defaulted on a contract?

No

10. List similar projects 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.

On seperate page

~~City of Berryville~~ grinding and hauling

City of Huntsville grinding and Hauling 479-738-6607

Bought standing Timber from USDA Forest Service Approximately $5,000,000 and b
43 permanent Roads in the last 30yr. cut & removed under 10 to Lumbe
And mulc
US Forest Service 479 967 2
US Forest Service 479 667 21

11. List your major equipment currently available for this contract and designate whether owned or leased.

2 or 3 Rubber Tired Loaders — owned

1 D6H Cat Dozer owned

2 Track Hoes loaders leased

15 to 20 Trucks & walking floors trailers — owned & Sub contra

12. Background and experience of field personnel currently employed by your organization who will perform the work.

from 5 to 15 yrs working with this Equipment

13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.

40yr — Gary Easterling

10. Easterling Wood Products INC
Bought standing Timber from USDA forest Service (Approximately $15,000,000.00) And built 40 [redacted] permant Roads for the forest Service in the last 30 yrs. All of these contracts have been completed. This Timber has been cut and hauled And made into various wood Products from lumber to Mulch US Forest Service # 479 968-2357 # 479 [redacted] 667 219

All of these Govt Contracts were completed under strict Regulation of the [redacted] USDA forest Service.

City of Berryville sub under IED Approx. $16,000

City of Huntsville 479 738-6607 " 9500.00

14. Give bank reference.

First National Bank of Greenforest

15. Will you, upon request, fill out detailed financial statement and furnish any other information that may be required by the City of Fayetteville.

Yes

16. Give bonding agent and limit.

IED, Inc will provide the bonds for the project. Please refer to IED's Statement of Qualifications for bonding agent and limit information.

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 separate Statement of Proposer's Qualifications regarding subcontractor and the method used by the subcontractor.

50 %

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.

Easterling Wood Products Inc.
(Name of Proposer)

By: Gary Easterling

Title: President

State of Arkansas

County of Madison

Gary Easterling being duly sworn deposes and says that he is President of Easterling Wood Products, 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 10th day of April, 2009.

TRACY EASTERLING
COM. EXP.
NOTARY
PUBLIC
03-15-2015
MADISON COUNTY, AR

Tracy Easterling
Notary Public

My Commission expires March 15, 2009

END OF SECTION 00420

Response to Statement of Proposer's Qualifications – Section 00420

1. Name of Proposer:

Hostetler Litter Service

Phone Office 870-438-4209
Fax 870-438-4216
Cell 870-423-8083

2. Permanent main office address:

2116 CR 647
Green Forest, AR 72638

3. Organized:

1986

4. Incorporated:

Sole Proprietorship

5. How many years have you been engaged in the contracting business under your present firm or trade name?

Since 1986

23 years

6. Contracts on hand:

4 1= 1000 Tons Litter Hauled and Completed By 6-1-0
2= 500 Tons Litter Hauled and Completed By 5-10-0
3 = 450 Tons Litter Hauled and Completed By 4-17-0
4 = 1050 Tons Litter Hauled and Completed By 5-3-0

7. GENERAL CHARACTER OF WORK PERFORMED BY YOUR COMPANY

Poulty House Cleanout
Spreading of Litter=Lime=Sawdust
Hauling Sawdust=Mulch=Shavings=RiceHulls

8. Have you ever failed to complete any work awarded to you?

No

9. Have you ever defaulted on a contract?

No

10. List similar projects 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.

2000 Tons of litter Hauled 100 miles cost 52000.00 7-08
Harold Gray · 417-839-5016
We Haul 20,000 yards of Sawdust and Shaving Annually cost 50,000.00
For Tyson Foods Scott Kilbourn 870-438-5216
We Haul 100,000 ton of Poultry Litter 100 miles Annually

11. List your major equipment currently available for this contract and designate whether owned or leased.

10 Tractor Trailers Walking Floors
2 Owend
8 Owner operators
4 Cat Loaders

12. Background and experience of field personnel currently employed by your organization who will perform the work.

Experience in Hauling and Loading of Litter Sawdust Mulch 25 years experience

13. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.

We have been in business Since 1986
Cament President 12 years
Secretary 1 year

14. Give bank reference.

First National Bank of Green Forest AR
Gerald Williams 870-423-6000

15. Will you, upon request, fill out detailed financial statement and furnish any other information that may be required by the City of Fayetteville.

Yes

16. Give bonding agent and limit.

IED, Inc will provide the bonds for the project. Please refer to IED's Statement of Qualifications for bonding agent and limit information.

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 separate Statement of Proposer's Qualifications regarding subcontractor and the method used by the subcontractor.

None

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.

Louis Hostetler / Louis Hostetler

(Name of Proposer)

By: Hostetler Litter Service

Title: Owner

State of Arkansas

County of Carroll

_____ being duly sworn deposes and says that he is Louis Hostetler

_____ of Berryville AR

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

Subscribed and sworn to before me this 11 day of April, 2009.

Jane Wright

Notary Public

CARROLL COUNTY NOTARY PUBLIC ARKANSAS

My Commission expires September 16, 2012.

END OF SECTION 00420

SECTION 00500

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND IED, INC.

THIS AGREEMENT is dated as of the_____ day of_____ in the year 2009 by and between the **CITY OF FAYETTEVILLE** and **IED, INC.**

1. The **IED, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

   STORM DEBRIS MULCH DISPOSAL

2. The **IED, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.

3. The **IED, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **90** calendar days. The **IED, INC.** 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. The **IED, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **PROPOSAL**.

5. The term **CONTRACT DOCUMENTS** shall mean and include the following:

   5.1 Invitation to Bid
   5.2 Information for Bidders
   5.3 Supplemental Information for Bidders
   5.4 Proposal
   5.5 Bid Bond
   5.6 Agreement Between City of Fayetteville and IED, INC.
   5.7 Performance and Payment Bond
   5.8 General Conditions
   5.9 Prevailing Wage Rates
   5.10 Notice of Award
   5.11 Notice to Proceed
   5.12 Project Manual for Storm Debris Services
   5.13 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay the **IED, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Temporary Mulch Grinding Site:

8.1 The coordinates of the proposed temporary mulch grinding site are approximately:

619272.37 N
674230.28 E

8.2 The approval of the temporary mulch grinding site shall be contingent upon the following:

(a) The property owner shall request rezoning of the property from R-A to I-2 by 4:30 p.m. on Tuesday, April 21, 2009.
(b) The City Council rezoning of the property from R-A to I-2 during the April 21, 2009 meeting.
(c) The property owner's written assurance to the City of Fayetteville by 4:30 p.m. on Tuesday, April 21, 2009 that the property owner will request a rezoning from I-2 to R-A for this property no later than 120 days after the Notice to Proceed date.

8.3 Contractor shall obtain a stormwater permit from ADEQ for the site.

9. Contract Price.

Item	Item Description	Est. Qty	Unit	-	Unit Price	-	Extended Amt
1	Loading, Hauling, and Disposal of "Single Grind" Mulch	150,000	cy		$2.93		$439,500.00

Total Base Price:

Four hundred thirty nine thousand and five hundred dollars $ 439,500.00
Amount in Words **Figures**

10. **MISCELLANEOUS**

10.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.2. 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.

10.3. City of Fayetteville and IED, INC. each binds itself, it 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.

10.4. 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.

10.5. 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.

10.6. **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, IED, 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.

10.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and IED, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to IED, INC.. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and IED, INC. or identified by Engineer on their behalf.

OWNER	**IED, INC.**
CITY OF FAYETTEVILLE	_____
BY _____	BY _____
Mayor Lioneld Jordan	
[CORPORATE SEAL]	[CORPORATE SEAL]
ATTEST _____	ATTEST _____

Address for giving notices:
113 W. Mountain
Fayetteville, AR 72701

Address for giving notices:

_____

_____

License No._____

Agent for service of process:_____

_____

(If **IED, INC.** is a corporation, attach evidence of authority to sign.)

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 5 of the General Conditions and the Supplementary 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 9.2 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. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, and Regulations
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. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
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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.

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. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.

2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

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. SHOP DRAWINGS

5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

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. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

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. SURVEYS, PERMITS, REGULATIONS

10.1 The Engineer shall furnish all land surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City of Fayetteville, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes In The Work.

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. SUBSURFACE CONDITIONS

17.1 In the preparation of Contract Documents, the Engineer has relied upon the report of soil and subsurface investigations listed in the Supplemental Information For Bidders (If Listed).

17.1.1 The above report is not part of the Contract Documents and is provided for information purposes only. Neither the City of Fayetteville nor the Engineer guarantees the accuracy of the report. The Contractor shall make further investigations and tests as deemed necessary.

17.2 The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to locate and protect such utility lines and services so as to avoid damage and interruptions to service.

17.3 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of Fayetteville by Written Notice of:

17.3.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

17.3.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

17.4 The City of Fayetteville shall promptly investigate the conditions, and if the City of Fayetteville finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required Written Notice; provided that the City of Fayetteville may, if the City of Fayetteville determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The City of Fayetteville may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

18.2 If the Contractor is adjudged as bankrupt or insolvent, or if the Contractor makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors for labor, material or equipment or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the City of Fayetteville may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the City of Fayetteville may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City of Fayetteville. Such costs incurred by the City of Fayetteville will be determined by the Engineer and incorporated in a Change Order.

18.3 Where the Contractor's services have been so terminated by the City of Fayetteville, said termination shall not affect any right of the City of Fayetteville against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City of Fayetteville due the Contractor will not release the Contractor from compliance with the Contract Documents.

18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the City of Fayetteville may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City of Fayetteville or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City of Fayetteville fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the City of Fayetteville and the Engineer, terminate the Contract and recover from the City of Fayetteville payment for all Work executed and all expenses sustained. In addition and in lieu of

terminating the Contract, if the Engineer has failed to act on a request for payment or if the City of Fayetteville has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the City of Fayetteville and the Engineer stop the Work until the Contractor has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City of Fayetteville or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City of Fayetteville or Engineer.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the City of Fayetteville, as will establish the City of Fayetteville's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the City of Fayetteville, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City of Fayetteville will endeavor within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City of Fayetteville shall retain ten (10) percent of the amount of each payment until that time, and upon certification by the Engineer, that the work is fifty (50) percent complete; after which time the City of Fayetteville shall make no further retainage from any subsequent partial payment estimate. No application for partial payment shall be made when, in the judgement of the Engineer, the total value of the Work done and materials incorporated into the Work under this Contract since the last preceding estimate amount is less than $10,000 unless authorized by Engineer. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are securely stored either at or near the site.

19.3 All Work covered by partial payment made shall thereupon become the sole property of the City of Fayetteville, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the City of Fayetteville to require the fulfillment of all terms of the Contract Documents.

19.4 The City of Fayetteville will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City of Fayetteville.

19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the condition of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City of Fayetteville, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

19.6 The Contractor will indemnify and save the City of Fayetteville or the City of Fayetteville's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the City of Fayetteville's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City of Fayetteville may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City of Fayetteville to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Fayetteville shall be considered as a payment made under the Contract Documents by the City of Fayetteville to the Contractor and the City of Fayetteville shall not be liable to the Contractor for any such payments made in good faith.

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. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claim under worker's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

21.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

21.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

21.2 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as specified in Paragraph 21.7.

21.3 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be Performed. Unless specifically authorized by the City of Fayetteville, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City of Fayetteville. The policy shall name as the insured the Contractor, the Engineer, the City of Fayetteville and the Funding Agency.

21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause such Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 Certificates of Insurance acceptable to the City of Fayetteville shall be filed with the City of Fayetteville prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the City of Fayetteville.

21.6 The Contractor shall not commence Work under this Contract or allow any subcontractor or anyone directly or indirectly employed by anyone of them to commence Work until the Contractor has obtained all insurance required under this Article 21, and duly executed certificates of such insurance shall have been filed with the Engineer and the City of Fayetteville. Such certificates of insurance shall note that City of Fayetteville, Engineer, and Funding Agency have been endorsed as an additional insured on Contractor's comprehensive general liability policy.

21.7 The limits of liability for the insurance required under this Article 21 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

21.7.1 Worker's Compensation

A.	State:	Statutory
B.	Applicable Federal:	Statutory
C.	Employer's Liability:	$500,000

21.7.2 Comprehensive General Liability Insurance, includes Completed Operations:

A. Bodily Injury Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

21.7.3 Contractual Liability Insurance:

A. Bodily Injury Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

21.7.4 City of Fayetteville's and Contractor's Protective Liability Insurance:

A. Bodily Injury Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

21.7.5 Automobile Liability:

A. Bodily Injury Liability:
$1,000,000 Each Person
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$ 250,000 Each Occurrence

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 fifty (50) 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. ENGINEERS AUTHORITY

27.1 The Engineer shall act as the City of Fayetteville's representative during the construction period. The Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

27.5 The Engineer will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by Contractor, and the written decisions of Engineer on such matters will be final, binding on Engineer and Contractor and not subject to appeal (except as modified by Engineer to reflect changed factual conditions).

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.

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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 he 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 ten (10) days of the date of this Notice of Award, that is by

Month Day, Year.

1. You must deliver to the Owner 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 Owner 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, Owner 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

_____	City of Fayetteville
(Contractor)	(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 loading, hauling, and disposal of "Single Grind" mulch 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 MULCH FROM DESIGNATED TEMPORARY DISPOSAL SITES TO A FINAL DISPOSAL DESTINATION

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 mulch removed from the designated temporary disposal sites to a final disposal destination 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 and verified with the final disposition log.
C. 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 Pickup Site	Disposal 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. _____

Date	Ticket #	Time	Truck #	Capacity	% Load	Actual Capacity	Eligible (Y/N)	Comments

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APPENDIX B

EXAMPLE LOAD TICKET

SAMPLE LOAD TICKET

SOLID RESOURCES INC
ENVIRONMENTAL & EMERGENCY SERVICES

Ticket № 100530

CONTRACT INFORMATION

Client/Project Name:

Hauling Contractor:

TRUCK INFORMATION

Truck No.:	Certified Capacity:
Sub/Hauler:	Driver:

LOADING INFORMATION

Date:	Time:
District/Zone:	First Pass Federal Aid Road: ☐
Load Location/Address:	
GPS: Lat.	Long.

Load Monitor Signature: _____

Print Name & Number:

DEBRIS INFORMATION

☐ Vegetative	☐ White Goods / Hazardous
☐ C & D / Non-Burnable	☐ Tree Stump Diameter _____
☐ Mixed (Woody & C & D)	☐ Other _____

DISPOSAL INFORMATION

Time:	Dumpsite:

Load Est. (%) x Max. Capacity Cu. Yds.

Site Monitor Signature: _____

Print Name & Number: _____

Comments

APPENDIX C

EXAMPLE TRUCK PLACARD

SAMPLE TRUCK PLACARD

Company Name

Truck Number

Cubic Yards

Inspected by and Date

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2009
City Council Meeting Date
Agenda Items Only

Don Marr	Administration	Administration
Submitted By	**Division**	**Department**

Action Required:

Approval of a contract with XXXXX for $XXXX, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $XXXX

	$ 4,000,000	ICE FEMA (2009 Ice Storm Reimb)
Cost of this request	Category / Project Budget	Program Category / Project Name
4270 9280 5315 00	$ 3,400,316	Ice Storm 2009 - FEMA
Account Number	Funds Used to Date	Program / Project Category Name
09010-0906	$ 599,684	Replacement & Disaster Rec
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached**

Department Director — 10 Apr 09 — Date

City Attorney — 4/10/09 — Date

Finance and Internal Services Director — 4-10-2009 — Date

Chief of Staff — 4/8/09 — Date

Mayor — 4/14/09 — Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — ENTERED 4-10-09

Received in Mayor's Office — ENTERED 4/10/09

Comments:

Revised January 15, 2009

Fayetteville
ARKANSAS

City Council Meeting of 16 April 2009

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council
Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: 9 April 2009

Subject: Approval of a contract with XXXXX for $XXXX, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $XXXX

RECOMMENDATION

City Administration recommend approval of a contract with XXXXX for $XXXX, for disposal of mulch resulting from storm cleanup, through a beneficial reuse method, RFP 09-10, and approve a contingency of $XXXX.

BACKGROUND

This contract provides for services including but not limited to loading, hauling and disposal through a beneficial reuse method, approximately 150,000 cubic yards of mulch resulting from storm cleanup. The mulch is currently located at three temporary disposal sites, listed in priority:

- Noland Wastewater Treatment Plant, 1400 North Fox Hunter Road, Fayetteville, AR, 72701
- West Side Wastewater Treatment Plant, 5 South 54th Avenue, Fayetteville, AR, 72701
- Water and Sewer Operations Center, 2435 South Industrial Drive, Fayetteville, AR, 72701

Per the City's ADEQ permit the City's debris disposal sites must be closed and restored by May 27, 2009. Thus, all mulch is required to be removed no later than May 20, 2009

DISCUSSION

The City received XX proposals on April 15, 2009 for this project; the bid tab is attached.
The removal will be begin within 72 hours from issuance of the Notice to Proceed, with all debris disposal activities concluded by May 27, 2009.

Contractor	Proposal

The selection criteria were:

1) Qualifications in relation to scope of work = 20%
2) Experience, competence and capacity for performance = 15%
3) Proposed final disposition method = 30%
4) Past performance = 15%
5) Price = 20%

The committee evaluated proposers on April 16, developed a short list and interviewed XX. Based on the above criteria, the Committee selected XXXX to perform the services.

BUDGET IMPACT

This project is eligible for the same FEMA reimbursement as the other debris removal projects.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH xxxxxxxxxx IN THE AMOUNT OF $xxxxxxxxxx FOR DISPOSAL, THROUGH A BENEFICIAL RE-USE METHOD, OF MULCH RESULTING FROM STORM DEBRIS CLEAN-UP; AND APPROVING A CONTINGENCY IN THE AMOUNT OF $xxxxxxxxxxxxxx.

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 contract with xxxxxxxxxx in the amount of $xxxxxxxxxx for disposal, through a beneficial re-use method, of mulch resulting from Ice Storm 2009 debris clean-up.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Contingency in the amount of $ xxxxxxxxxxxxx.

PASSED and **APPROVED** this 16th day of April, 2009.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Added at the City Council Meeting 4-16-09

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

April 16, 2009
City Council Meeting Date
Agenda Items Only

Terry Gulley	Transportation	Transportation Services
Submitted By	**Division**	**Department**

Action Required:

Approval of Change Order #4 to Contract Number 2076 with Solid Resources, Inc. to increase the contract amount by $43,056.00 for a total contract amount $933,609.00 and approval of a budget adjustment in the amount of $43,056.00.

$ 43,056.00	$ 4,000,000.00	ICE FEMA (2009 Ice Storm Reimb)
Cost of this request	Category / Project Budget	Program Category / Project Name
4270.9280.5314.00	$ 3,400,315.54	Ice Storm 2009
Account Number	Funds Used to Date	Program / Project Category Name
09010 / 0901	$ 599,684.46	Replacement & Disaster Recovery
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — 4-16-09 Date

City Attorney — 4-16-09 Date

Previous Ordinance or Resolution # 75-09

Original Contract Date: 2/18/2009

Original Contract Number: 2076

Paul A. Becker — 4-16-2009 Date
Finance and Internal Services Director

Received in City Clerk's Office ENTERED 4-16-09

Chief of Staff — Date

Ronald J. Jordan — 4/16/09 Date
Mayor

Received in Mayor's Office ENTERED 4/16/09

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

From: Terry Gulley, Transportation Services Director

Date: April 16, 2009

Subject: Approval of Change Order #4 to Contract Number 2076 with Solid Resources, Inc. to increase the contract amount by $43,056.00 for a total contract amount of $933,609.00.

RECOMMENDATION

Staff recommends approval of Change Order #4 to Contract Number 2076 with Solid Resources, Inc. to increase the contract amount by $43,056.00 for a total contract amount of $933,609.00 and approval of a budget adjustment in the amount of $43,056.00.

BACKGROUND

Contract Number 2076 provides for the FEMA required monitoring and oversight of the contractors who have been 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 storm debris removal and storm debris removal monitoring contracts were based on an estimated total of 419,922 cubic yards of storm debris. As of April 11, 2009, Solid Resources, Inc. reported that DRC Emergency Services, LLC had removed a total of 465,492 cubic yards. An additional 52,382 cubic yards of remaining storm debris is estimated to require removal. Additionally, the monitoring required by Solid Resources, Inc. will increase due to the storm debris mulch disposal included in RFP 09-10.

Uncertainty in the scope of the ice storm debris removal operation at the time that it was necessary to begin required the use of estimates prepared to the best ability of staff. The estimates were developed using a combination of aerial photo information calibrated with actual removal rates based on what City crews actually removed in several areas. As actual storm debris quantities exceed the original estimate, a Change Order to increase the total contract amount will be necessary to complete monitoring necessary for the removal of all remaining storm debris.

BUDGET IMPACT

An updated estimate of total costs necessary to provide storm debris removal monitoring services was developed due an increase in the projected quantity of ice storm debris. Solid Resource, Inc. projects that $43,056.00 will be needed, in addition to the approved contingency amount, in order to provide monitoring services throughout the duration of the project. Costs associated with ice storm debris removal monitoring services will be largely offset by reimbursements from FEMA and the State of Arkansas.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE CHANGE ORDER NO. 4 TO A CONTRACT WITH SOLID RESOURCES, INC. TO INCREASE THE AMOUNT BY $43,056.00 AND TO APPROVE A BUDGET ADJUSTMENT OF $43,056.00

WHEREAS, after a Request For Proposals for Storm Debris Monitoring Services, a City of Fayetteville Selection Committee thoroughly reviewed several qualified companies before selecting Solid Resources, Inc. as the most qualified, capable and affordable applicant; and

WHEREAS, the City Council approved the selection and hired Solid Resources, Inc. for Storm Debris Monitoring Services through Resolution No. 46-09 passed on February 18, 2009; and

WHEREAS, as anticipated, the amount of storm debris to be monitored exceeded the initial Corps of Engineers and FEMA estimates so that the City Council approved Resolution No. 75-09 on April 7, 2009 for Change Order No. 2 of Solid Resources, Inc.'s contract; and

WHEREAS, another $43,056.00 is projected to be needed for Solid Resources, Inc. to complete its monitoring services for debris removal and for monitoring the mulch disposal.

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 Change Order No. 4 to the Solid Resources, Inc.'s contract to monitor storm debris removal in the amount of $43,956.00

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment of $43,056 to pay for Change Order No. 4.

PASSED and **APPROVED** this 16th day of April, 2009.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 4 Page 1 of 2
City Contract # 2076 Schedule
City Resolution # 46-09 Date 4/16/2009

City Project No.: 09010.0901 ANRC Project No.: N/A

Project Name: Debris Removal Monitoring Services Location: Fayetteville, AR
Owner: City of Fayetteville Contractor: Solid Resources Inc.
Address: 113 W Mountain Address: 2201 Cantu Ct, Ste 119
Fayetteville, AR 72701 Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
6.1.1	Storm Debris Monitoring Services		$43,056
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$43,056.00
	NET CHANGE ORDER		$43,056.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$483,690.00	$483,690.00
Total Previous Change Order(s)	$406,863.00	$406,863.00
Net Amount This Change Order	$43,056.00	$43,056.00
TOTAL CONTRACT AMOUNT TO DATE	$933,609.00	$933,609.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

RECOMMENDED:	_____ Signature	_____ Title	_____ Date
ACCEPTED:	Solid Resources, Inc Contractor		
BY:	_____ Signature	Project Manager Title	4/16/09 Date
APPROVED:	CITY OF FAYETTEVILLE Owner		
BY:	_____ Signature	_____ Title	_____ Date
BY:	_____ Signature	_____ Title	_____ Date

Cost Breakdown for Change Order

Item	Description	Unit	Unit Cost	Quantities				Adjusted
				Original	Change Order 1&2 Adjusted	Change Order 3 Adjusted	Adjust +/-	Contract Amount
1	Project Manager	HR	$65.00	330.00	665.00	1025.00	290.00	$18,850.00
2	Field Supervisor	HR	$60.00	1080.00	2200.00	2488.00	120.00	$7,200.00
3	Fixed Site Monitor	HR	$34.00	2160.00	2400.00	3264.00	696.00	$23,664.00
4	Field Monitor	HR	$34.00	9000.00	16200.00	18072.00	780.00	$26,520.00
5	Clerical	HR	$25.00	720.00	1700.00	2060.00	290.00	$7,250.00
6							0.00	$0.00
7							0.00	$0.00
8							0.00	$0.00
9							0.00	$0.00
10							0.00	$0.00
11							0.00	$0.00
12							0.00	$0.00
13							0.00	$0.00
14							0.00	$0.00
15							0.00	$0.00
16							0.00	$0.00
17							0.00	$0.00
18							0.00	$0.00
19							0.00	$0.00
20							0.00	$0.00
	Total Contract Change							**$83,484.00**

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 4 Page 1 of 2
City Contract # 2076 Schedule
City Resolution # 46-09 Date 4/16/2009

City Project No.: 09010.0901
ANRC Project No.: N/A

Project Name: Debris Removal Monitoring Services
Owner: City of Fayetteville
Address: 113 W Mountain
Fayetteville, AR 72701

Location: Fayetteville, AR
Contractor: Solid Resources Inc.
Address: 2201 Cantu Ct, Ste 119
Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
6.1.1	Storm Debris Monitoring Services		$43,056
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$43,056.00
	NET CHANGE ORDER		$43,056.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$483,690.00	$483,690.00
Total Previous Change Order(s)	$406,863.00	$406,863.00
Net Amount This Change Order	$43,056.00	$43,056.00
TOTAL CONTRACT AMOUNT TO DATE	$933,609.00	$933,609.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

RECOMMENDED:	Signature	Title	Date
ACCEPTED:	Solid Resources, Inc Contractor		
BY:	Shawn Shin Signature	Project Manager Title	4/16/09 Date
APPROVED:	CITY OF FAYETTEVILLE Owner		
BY:	Signature	Title	Date
BY:	Signature	Title	Date

Cost Breakdown for Change Order

Item	Description	Unit	Unit Cost	Quantities				Adjusted
				Original	Change Order 1&2 Adjusted	Change Order 3 Adjusted	Adjust +/-	Contract Amount
1	Project Manager	HR	$65.00	330.00	665.00	1025.00	290.00	$18,850.00
2	Field Supervisor	HR	$60.00	1080.00	2200.00	2488.00	120.00	$7,200.00
3	Fixed Site Monitor	HR	$34.00	2160.00	2400.00	3264.00	696.00	$23,664.00
4	Field Monitor	HR	$34.00	9000.00	16200.00	18072.00	780.00	$26,520.00
5	Clerical	HR	$25.00	720.00	1700.00	2060.00	290.00	$7,250.00
6							0.00	$0.00
7							0.00	$0.00
8							0.00	$0.00
9							0.00	$0.00
10							0.00	$0.00
11							0.00	$0.00
12							0.00	$0.00
13							0.00	$0.00
14							0.00	$0.00
15							0.00	$0.00
16							0.00	$0.00
17							0.00	$0.00
18							0.00	$0.00
19							0.00	$0.00
20							0.00	$0.00
	Total Contract Change							**$83,484.00**

RESOLUTION NO. 75-09

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH SOLID RESOURCES, INC. TO INCREASE THE CONTRACT AMOUNT BY $269,521.00 FOR ADDITIONAL DEBRIS REMOVAL MONITORING AND OVERSIGHT ASSOCIATED WITH THE JANUARY 2009 ICE STORM; APPROVING A CONTINGENCY INCREASE OF $40,428.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $309,949.00.

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 Change Order No. 2 to the contract with Solid Resources, Inc. to increase the contract amount by $269,521.00 for additional debris removal monitoring and oversight associated with the January 2009 Ice Storm. A copy of the Change Order, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a contingency increase of $40,428.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of $309,949.00.

PASSED and **APPROVED** this 7th day of April, 2009.

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 2 Page 1 of 2
City Contract # 2076 Schedule
City Resolution # 46-09 Date 3/26/2009

City Project No.: 09010.0901 ANRC Project No.: N/A

Project Name: Debris Removal Monitoring Services Location: Fayetteville, AR
Owner: City of Fayetteville Contractor: Solid Resources Inc.
Address: 113 W Mountain Address: 2201 Cantu Ct, Ste 119
Fayetteville, AR 72701 Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
6.1.1	Storm Debris Monitoring Services		$269,521
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$269,521.00
	NET CHANGE ORDER		$269,521.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$483,690.00	$483,690.00
Total Previous Change Order(s)	$96,914.00	$96,914.00
Net Amount This Change Order	$269,521.00	$269,521.00
TOTAL CONTRACT AMOUNT TO DATE	$850,125.00	$850,125.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

		Signature	Title	Date
RECOMMENDED:				
ACCEPTED:	Solid Resources, Inc. (Contractor)			
BY:		Jarrod C. Hay	Vice President	3/30/09
APPROVED:	CITY OF FAYETTEVILLE (Owner)			
BY:		Lioneld Jordan	Mayor	4/07/09
BY:		Sandra E. Smith	City Clerk/Treasurer	4/13/09

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 1 Page 1 of 2
City Contract # 2076 Schedule
City Resolution # 46-09 Date 3/26/2009

City Project No.: 09010.0901
ANRC Project No.: N/A

Project Name: Debris Removal Monitoring Services
Owner: City of Fayetteville
Address: 113 W Mountain
Fayetteville, AR 72701

Location: Fayetteville, AR
Contractor: Solid Resources Inc.
Address: 2201 Cantu Ct, Ste 119
Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
6.1.1	Storm Debris Monitoring Services		$96,914
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$96,914.00
	NET CHANGE ORDER		$96,914.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$483,690.00	$0.00
Total Previous Change Order(s)	$0.00	$0.00
Net Amount This Change Order	$96,914.00	$96,914.00
TOTAL CONTRACT AMOUNT TO DATE	$580,604.00	$96,914.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

RECOMMENDED:	Signature	Trans Serv. Dir Title	4-16-09 Date
ACCEPTED:	Contractor		
BY:	Signature	Title	Date
APPROVED:	CITY OF FAYETTEVILLE Owner		
BY:	Signature	Title	Date
BY:	Signature	Title	Date

Cost Breakdown for Change Order

Item	Description	Unit	Unit Cost	Quantities			Adjusted Contract Amount
				Original	Adjusted	Adjust +/-	
1	Project Manager	HR	$65.00	330.00	665.00	335.00	$21,775.00
2	Field Supervisor	HR	$60.00	1080.00	2200.00	1120.00	$67,200.00
3	Fixed Site Monitor	HR	$34.00	2160.00	2400.00	240.00	$8,160.00
4	Field Monitor	HR	$34.00	9000.00	16200.00	7200.00	$244,800.00
5	Clerical	HR	$25.00	720.00	1700.00	980.00	$24,500.00
6						0.00	$0.00
7						0.00	$0.00
8						0.00	$0.00
9						0.00	$0.00
10						0.00	$0.00
11						0.00	$0.00
12						0.00	$0.00
13						0.00	$0.00
14						0.00	$0.00
15						0.00	$0.00
16						0.00	$0.00
17						0.00	$0.00
18						0.00	$0.00
19						0.00	$0.00
20						0.00	$0.00
	Total Contract Change						**$366,435.00**

RESOLUTION NO. 46-09

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.

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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 18, 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:

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

SOLID RESOURCES, INC.

By: _____

Title: President

ATTEST:

By: _____

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Citywide Division: Citywide Program: Ice Storm 2009 - FEMA	Date Requested	Adjustment Number
2009		4/16/2009	

Project or Item Added/Increased:

$43,056.00 is requested in the Professional Services account in the ICE FEMA (2009 Ice Storm Reimbursement) project.

Project or Item Deleted/Reduced:

$5,382.00 is requested from the State Grants - Operational account, $32,292.00 is requested from the Federal Grants - Operational account and $5,382.00 is requested from the Use of Fund Balance account.

Justification of this Increase:

Additional funds are needed to allow for an increase in the total cost of ice storm debris removal monitoring services required to complete the removal of all remaining debris. Staff has requested the approval of Change Order #4 to Contract 2026 with Solid Resources, Inc. to increase the contract amount due to actual debris quantities having exceeded the original estimate.

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	43,056	09010	0901

Decrease Budget

Account Name	Account Number				Amount	Project Number	
State Grants - Operational	4270	0927	4302	01	5,382	09010	0901
Federal Grants - Operational	4270	0927	4309	01	32,292	09010	0901
Use of Fund Balance	4270	0927	4999	99	5,382		

Division Head	4-16-09 Date
Budget Director	Date
Department Director	4-16-09 Date
Finance Director	4-16-2009 Date
Chief of Staff	Date
Mayor	4/16/09 Date

V.090403

Budget & Research Use Only

Type: A B C D E

Requested By: Ginny Gundlach

General Ledger Date:

Posted to General Ledger: Initial / Date

Posted to Project Accounting: Initial / Date

Fayetteville ARKANSAS

PURCHASE ORDER

Each Package Must Be Marked Exactly As Shown Here
City of Fayetteville, Arkansas

PURCHASE ORDER # 09-0000214-001

DATE 2/25/09

VENDOR NO. 18636

Solid Resources Inc

2201 Cantu Court Suite 119
Sarasota FL 34232

FOB Fyv

TERMS NET 30 DAY

Qty.	Unit of Issue	Qty. Received	Description and Account Number	Unit Price	TOTALS
1.00	LOT	_____	a) Storm Debris Monitoring Services Per RFP #09-05 Res #46-09 Contract #2076 4270.9280.5314.00 090100901	483690.00	483690.00

Please add line item E) Change Order #4 to Contract #2076 to increase contract amount by $43,056.00 for a total contract amount of $933,609.00. Please use g/l account number 4270.9280.5314.00 09010/0901, upon approval of contract Change Order #4.

SHIP TO: **Transportation Dept**
1525 S Happy Hollow Rd

Fayetteville AR 72701

Apperson,G

Sales Tax Total: $.00
Purchase Order Total: 483690.00

DEPARTMENT VERIFICATION BY DATE

RECEIVED
DEPT HEAD APPROVAL
AMOUNT TO PAY $ Change Order 4/16/09 4/16/09

A/P VERIFICATION _____ _____

PURCHASING VERIFICATION _____ _____
PRICE CHANGE VERIFICATION _____ _____

RETURN CHECK TO _____
SEND COPY TO _____

ADDITIONAL APPROVAL

_____ CHECK # _____
_____ DOES NOT MEET PURCHASING POLICY
_____ CONTRACT PAYMENT
_____ OTHER
APPROVED BY _____

PROJECT # _____
THIS PAYMENT $ _____
PREVIOUS PAYMENT(S) $ _____
TOTAL PYMT(S) $ _____
BALANCE $ _____

DEPT COPY

Added at the City Council Meeting 4-16-09

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2009
City Council Meeting Date
Agenda Items Only

Terry Gulley	Transportation	Transportation Services
Submitted By	**Division**	**Department**

Action Required:

Approval of Change Order #4 to Contract Number 2077 with DRC Emergency Services, LLC to increase the contract amount by $220,000.00 for a total contract amount of $3,269,185.64 and approval of a budget adjustment in the amount of $220,000.00.

$ 220,000.00	$ 4,000,000.00	ICE FEMA (2009 Ice Storm Reimb)
Cost of this request	Category / Project Budget	Program Category / Project Name
4270.9280.5314.00	$ 3,400,315.54	Ice Storm 2009
Account Number	Funds Used to Date	Program / Project Category Name
09010 / 0901	$ 599,684.46	Replacement & Disaster Recovery
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — 4/14/09 Date

City Attorney — 4/14/09 Date

Finance and Internal Services Director — 4-14-09 Date

Chief of Staff — 4/14/09 Date

Mayor — 4/16/09 Date

Previous Ordinance or Resolution # 76-09

Original Contract Date: 2/18/2009

Original Contract Number: 2077

Received in City Clerk's Office — ENTERED 4/14/09

Received in Mayor's Office — ENTERED 4/14/09

Comments:

Revised January 15, 2009

Fayetteville
ARKANSAS

City Council Meeting of April 16, 2009

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council
Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

From: Terry Gulley, Transportation Services Director

Date: April 16, 2009

Subject: Approval of Change Order #4 to Contract 2077 with DRC Emergency Services, LLC to increase the contract amount by $220,000.00 for a total contract amount of $3,269,185.64.

RECOMMENDATION

Staff recommends approval of Change Order #4 to Contract Number 2077 with DRC Emergency Services, LLC to increase the contract amount by $220,000.00 for a total contract amount of $3,269,185.64 and approval of a budget adjustment in the amount of $220,000.00.

BACKGROUND

Contract Number 2077 currently provides for services including but not limited to vegetative storm debris removal, tree trimming & removal within public lands and right of way, and debris disposal site operations management City-wide, in compliance with FEMA requirements.

DISCUSSION

The storm debris removal and storm debris removal monitoring contracts were based on an estimated total of 419,922 cubic yards of storm debris. As of April 11, 2009, Solid Resources, Inc. reported that DRC Emergency Services, LLC had removed a total of 465,492 cubic yards. An additional 52,382 cubic yards of remaining storm debris is now estimated to require removal.

Uncertainty in the scope of the ice storm debris removal operation at the time it was necessary to begin required the use of estimates prepared with preliminary information and to the best ability of City staff. The estimates were prepared using a combination of aerial photo information calibrated with actual removal rates based on what City crews had actually removed in several areas. As actual storm debris quantities have exceeded the original estimate, a Contract Amendment will be necessary to complete the removal of all remaining storm debris.

BUDGET IMPACT

DRC Emergency Services, LLC projects that an additional $220,000.00 will be required, in addition to the approved contingency amount, to complete the removal of all remaining debris. Approval of the attached budget adjustment will allocate the necessary amount from the City's Replacement & Disaster Recovery Fund. Costs associated with ice storm debris removal will be largely offset by reimbursements from FEMA and the State of Arkansas.

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 4 TO THE CONTRACT WITH DRC EMERGENCY SERVICES, LLC IN THE AMOUNT OF $220,000.00 FOR ADDITIONAL DEBRIS REMOVAL ASSOCIATED WITH THE JANUARY 2009 ICE STORM; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $220,000.00.

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 Change Order No. 4 to the contract with DRC Emergency Services, LLC in the amount of $220,000.00 for additional debris removal associated with the January 2009 Ice Storm. A copy of the Change Order, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of $220,000.00.

PASSED and **APPROVED** this 16th day of April, 2009.

APPROVED: ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 4 Page 1 of 2
City Contract # 2077 Schedule
City Resolution # 47-09 Date 4/13/2009

City Project No.: 09010.0901 ANRC Project No.: N/A

Project Name: Debris Removal Services Location: Fayetteville, AR
Owner: City of Fayetteville Contractor: DRC Emergency Services, LLC
Address: 113 W Mountain Address: 740 Museum Dr
Fayetteville, AR 72701 Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
1	Removal of vegetative debris from assigned load site to disposal site		$167,743.47
7	Management, processing and louding of all debris and/or residue at the disposal site		$52,256.53
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$220,000.00
	NET CHANGE ORDER		$220,000.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$2,419,185.64	$0.00
Total Previous Change Order(s)	$630,000.00	$0.00
Net Amount This Change Order	$220,000.00	$220,000.00
TOTAL CONTRACT AMOUNT TO DATE	$3,269,185.64	$220,000.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

RECOMMENDED: _____ (Signature) _____ (Title) _____ (Date)

ACCEPTED: DRC Emergency Services (Contractor)

BY: _____ (Signature) C.O.O. (Title) 4/13/09 (Date)

APPROVED: CITY OF FAYETTEVILLE (Owner)

BY: _____ (Signature) _____ (Title) _____ (Date)

BY: _____ (Signature) _____ (Title) _____ (Date)

Cost Breakdown for Change Order

Item	Description	Unit	Unit Cost	Estimated Qty Remaining	Requested Increase
1	Removal of vegetative debris from assigned load site to disposal site	CY	$3.21	52,256.53	$167,743.47
7	Management, processing and loading of all debris and/or residue at the disposal site	EA	$1.00	52,256.53	$52,256.53
	Total Contract Change				**$220,000.00**

Please note: The calculations shown above are based on an average unit price, per the contract amounts for each quadrant within the City of Fayetteville.

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 3 Page 1 of 2
City Contract # 2077 Schedule
City Resolution # 47-09 Date 4/13/2009

City Project No.: 09010.0901 ANRC Project No.: N/A

Project Name: Debris Removal Services Location: Fayetteville, AR
Owner: City of Fayetteville Contractor: DRC Emergency Services, LLC
Address: 113 W Mountain Address: 740 Museum Dr
Fayetteville, AR 72701 Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
1	Removal of vegetative debris from assigned load site to disposal site		$22,874.11
7	Management, processing and loading of all debris and/or residue at the disposal site		$7,125.89
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$30,000.00
	NET CHANGE ORDER		$30,000.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$2,419,185.64	$0.00
Total Previous Change Order(s)	$600,000.00	$0.00
Net Amount This Change Order	$30,000.00	$30,000.00
TOTAL CONTRACT AMOUNT TO DATE	$3,049,185.64	$30,000.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date
Previous Adjusted Completion Date
(Increase)(Decrease) This Change Order Calendar Days

NEW CONTRACT COMPLETION DATE:

RECOMMENDED: _____ Signature _____ Title _____ Date

ACCEPTED: DRC Emergency Services Contractor

BY: _____ Signature C.O.O. Title 4/8/09 Date

APPROVED: CITY OF FAYETTEVILLE Owner

BY: _____ Signature _____ Title _____ Date

BY: _____ Signature _____ Title _____ Date

Cost Breakdown for Change Order

Item	Description	Unit	Unit Cost	Estimated Qty Remaining	Requested Increase
1	Removal of vegetative debris from assigned load site to disposal site	CY	$3.21	7,125.89	$22,874.11
7	Management, processing and loading of all debris and/or residue at the disposal site	EA	$1.00	7,125.89	$7,125.89
	Total Contract Change				**$30,000.00**

Please note: The calculations shown above are based on an average unit price, per the contract amounts for each quadrant within the City of Fayetteville.

RESOLUTION NO. 76-09

A RESOLUTION APPROVING CHANGE ORDER NO. 2 TO THE CONTRACT WITH DRC EMERGENCY SERVICES, LLC IN THE AMOUNT OF $200,000.00 FOR ADDITIONAL DEBRIS REMOVAL ASSOCIATED WITH THE JANUARY 2009 ICE STORM; APPROVING A CONTINGENCY INCREASE OF $30,000.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $230,000.00.

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 Change Order No. 2 to the contract with DRC Emergency Services, LLC in the amount of $200,000.00 for additional debris removal associated with the January 2009 Ice Storm. A copy of the Change Order, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas, hereby approves a contingency increase of $30,000.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas, hereby approves a budget adjustment in the amount of $230,000.00.

PASSED and **APPROVED** this 7th day of April, 2009.

APPROVED: ATTEST:

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

By: _____ By: _____

LIONELD JORDAN, Mayor SONDRA E. SMITH, City Clerk/Treasurer

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 2 Page 1 of
City Contract # 2077 Schedule
City Resolution # 47-09 Date 3/26/2009

City Project No.: 09010.0901 ANRC Project No.: N/A

Project Name: Debris Removal Services Location: Fayetteville, AR
Owner: City of Fayetteville Contractor: DRC Emergency Services, LLC
Address: 113 W Mountain Address: 740 Museum Dr
Fayetteville, AR 72701 Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
1	Removal of vegetative debris ...		$75,000.00
5	Tree removal and disposal > 24"		$50,000.00
6	Limb removal per tree		$75,000.00
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$200,000.00
	NET CHANGE ORDER		$200,000.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$2,419,185.64	$0.00
Total Previous Change Order(s)	$400,000.00	$0.00
Net Amount This Change Order	$200,000.00	$200,000.00
TOTAL CONTRACT AMOUNT TO DATE	$3,019,185.64	$200,000.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

RECOMMENDED:	_____ Signature	_____ Title	_____ Date
ACCEPTED:	DRC Emergency Services Contractor		
BY:	_____ Signature	C.O.O. Title	3/26/09 Date
APPROVED:	CITY OF FAYETTEVILLE Owner		
BY:	_____ Signature	_____ Title	_____ Date
BY:	_____ Signature	_____ Title	_____ Date

Fayetteville
ARKANSAS

CONTRACT CHANGE ORDER

Change Order No. 1 Page 1 of
City Contract # 2077 Schedule
City Resolution # 47-09 Date 3/26/2009

City Project No.: 09010.0901
ANRC Project No.: N/A

Project Name: Debris Removal Services
Owner: City of Fayetteville
Address: 113 W Mountain
Fayetteville, AR 72701

Location: Fayetteville, AR
Contractor: DRC Emergency Services, LLC
Address: 740 Museum Dr
Sarasota, FL 34232

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM #	DESCRIPTION	DECREASE	INCREASE
1	Removal of vegetative debris …		$275,000.00
5	Tree removal and disposal > 24"		$50,000.00
6	Limb removal per tree		$75,000.00
	TOTAL DECREASE AMOUNT	$0.00	
	TOTAL INCREASE AMOUNT		$400,000.00
	NET CHANGE ORDER		$400,000.00

CHANGE TO CONTRACT AMOUNT:	TOTAL AMOUNT	ENGINEERS FINAL ELIGIBLE AMOUNT
Original Contract Amount	$2,419,185.64	$0.00
Total Previous Change Order(s)	$0.00	$0.00
Net Amount This Change Order	$400,000.00	$400,000.00
TOTAL CONTRACT AMOUNT TO DATE	$2,819,185.64	$400,000.00

CHANGE TO CONTRACT COMPLETION DATE:

Original Completion Date _____
Previous Adjusted Completion Date _____
(Increase)(Decrease) This Change Order _____ Calendar Days

NEW CONTRACT COMPLETION DATE: _____

RECOMMENDED:	Signature	Title	Date
ACCEPTED:	DRC Emergency Services (Contractor)		
BY:	Signature	C.F.O. (Title)	3/26/09 (Date)
APPROVED:	CITY OF FAYETTEVILLE (Owner)		
BY:	Signature	Title	Date
BY:	Signature	Title	Date

RESOLUTION NO. 47-09

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.

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

SECTION 00500

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND DRC EMERGENCY SERVICES, LLC

THIS AGREEMENT is dated as of the 18th 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, it 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	**CONTRACTOR**
CITY OF FAYETTEVILLE	**DRC EMERGENCY SERVICES, LLC**
BY _____	BY _____
Mayor Lioneld Jordan	Mark Stafford, Member & CFO
[CORPORATE SEAL]	[CORPORATE SEAL]
ATTEST _____	ATTEST _____
	Chifford C. Sharp, Attorney
Address for giving notices:	Address for giving notices:
113 W. Mountain Fayetteville, AR 72701	_____ _____
	License No. _____
	Agent for service of process: _____
	_____
	(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

** CHANGE ORDER **

Fayetteville ARKANSAS

PURCHASE ORDER

Each Package Must Be Marked Exactly As Shown Here
City of Fayetteville, Arkansas

PURCHASE ORDER #
09-0000207-100

DATE
4/09/09

VENDOR NO. 18634

DRC Emergency Services LLC

740 Museum Dr
Mobile AL 36608

FOB Fyv

TERMS NET 30 DAY

Qty.	Unit of Issue	Qty. Received	Description and Account Number	Unit Price	TOTALS
1.00	EA	_____	b) Change Order #1 to Contract #2077 04/09/09 C/O #1 to add line item (b) to incr contract amount by $400,000.00 authorizing the use of contingency approved by Res #47-09 4270.9280.5314.00 090100901	400000.00	400000.00

Please add line item E) Change Order #4 to Contract #2077 to increase contract amount by $220,000.00 allowing for additional debris removal services necessary for clean-up from the 2009 Ice Storm. Please use g/l account number 4270.9280.5314.00 09010/0901, upon approval of Change Order #4.

SHIP TO: Transportation Dept
1525 S Happy Hollow Rd

Fayetteville AR 72701

Apperson, G

Sales Tax Total: $260774.67
Purchase Order Total: 3079960.31

DEPARTMENT VERIFICATION

	BY	DATE
RECEIVED	MRS	4/14/09
DEPT HEAD APPROVAL		
AMOUNT TO PAY	$ Change Order	
A/P VERIFICATION		
PURCHASING VERIFICATION		
PRICE CHANGE VERIFICATION		

RETURN CHECK TO _____
SEND COPY TO _____

ADDITIONAL APPROVAL

_____ CHECK # _____
_____ DOES NOT MEET PURCHASING POLICY
_____ CONTRACT PAYMENT
_____ OTHER
APPROVED BY _____

PROJECT # _____
THIS PAYMENT $ _____
PREVIOUS PAYMENT(S) $ _____
TOTAL PYMT(S) $ _____
BALANCE $ _____

DEPT COPY

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Citywide Division: Citywide Program: Ice Storm 2009 - FEMA	Date Requested	Adjustment Number
2009		4/16/2009	

Project or Item Added/Increased:
$220,000.00 is requested in the Professional Services account in the ICE FEMA (2009 Ice Storm Reimbursement) project.

Project or Item Deleted/Reduced:
$27,500.00 is requested from the State Grants - Operational account, $165,000.00 is requested from the Federal Grants - Operational account and $27,500.00 is requested from the Use of Fund Balance account.

Justification of this Increase:
Additional funds are needed to allow for an increase in the total cost of ice storm debris removal services required to complete the removal of all remaining debris. Staff has requested the approval of Change Order #4 to Contract 2077 with DRC Emergency Services, LLC. to increase the contract amount due to actual debris quantities having exceeded the original estimate.

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	220,000	09010	0901

Decrease Budget

Account Name	Account Number				Amount	Project Number	
State Grants - Operational	4270	0927	4302	01	27,500	09010	0901
Federal Grants - Operational	4270	0927	4309	01	165,000	09010	0901
Use of Fund Balance	4270	0927	4999	99	27,500		

V.090403

Division Head _____ Date _____

Budget Director _____ Date 4/14/09

Department Director _____ Date _____

Finance Director Paul A. Becker Date 4-14-2009

Chief of Staff _____ Date _____

Mayor _____ Date 4/16/09

Budget & Research Use Only

Type: A B C (D) E

Requested By Ginny Gundlach

General Ledger Date _____

Posted to General Ledger _____ Initial _____ Date

Posted to Project Accounting _____ Initial _____ Date

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

DATE: **April 17, 2009**

RE: **Resolutions prepared by the City Attorney's Office and passed at the Special City Council meeting of April 16, 2009**

1. **Double Eagle Superfund Site:** A resolution approving the Double Eagle Superfund Site Small Party Settlement Agreement with the Union Pacific Railroad in the Amount of $27,500.00; and approving a budget adjustment;

2. **2009 Ice Storm Debris Clean-Up:** A resolution to approve a contract with International Equipment Distributors, Inc. in the amount of $439,500.00 plus a $7,500.00 contingency for disposal of mulch from the ice storm clean-up and to approve a budget adjustment of $447,000.00;

3. **Change Order No. 4 To Solid Resources, Inc. Contract:** A resolution to approve Change Order no. 4 to a contract with Solid Resources, Inc. to increase the amount by $43,056.00 and to approve a budget adjustment of $43,056.00;

4. **Change Order No. 4 To DRC Emergency Services, LLC Contract:** A resolution approving Change Order No. 4 to the contract with DRC Emergency Services, LLC in the amount of $220,000.00 for additional debris removal associated with the January 2009 ice storm; and approving a budget adjustment in the amount of $220,000.00.