

**SCOPE OF WORK FOR DEBRIS REMOVAL
RELATED TO JANUARY 27TH – 29TH WINTER ICE STORM
IN JONESBORO, ARKANSAS
UNIT PRICE BY CUBIC YARDS**

1.0 GENERAL.

The purpose of this contract is to remove and dispose of all eligible debris from Jonesboro, Arkansas Rights-of-Way (ROW) within Craighead County, Arkansas. The area to be included as part of this contract is located within the corporate city limits of Jonesboro, Arkansas (see attached map).

2.0 SERVICES.

- 2.1. The Contractor shall provide for debris removal and disposal of all eligible debris from the City of Jonesboro, Arkansas ROW. This includes removal of eligible debris from public street and alley ROW (including debris removed from private property by residents and deposited at the curb on a public ROW) as per the map attached to this RFP.
- 2.2. The debris shall be taken to an approved dumpsite(s) at Legacy Landfill, 238 County Road 476 (off Highway 1 South), Jonesboro, Arkansas or site as designated by the City of Jonesboro unless otherwise approved. The Contractor shall be responsible for the operation and maintenance of the Temporary Debris Staging and Reduction Site (TDSRS) for the duration of the contract, and shall provide adequate facilities to provide for the contracting agency and FEMA inspectors at the site. The Contractor may be required to secure all necessary permits and shall meet all environmental requirements.
- 2.3. The estimated amount of debris to be removed under this contract is shown on the individual bid schedules, but not guaranteed. The unit price on the individual bid schedules will be used for payment.
- 2.4. The Contractor shall document the current conditions of all roadways, sidewalks and all structures to remain in the debris removal area. In addition, all roadways along the haul routes shall be documented. A representative of the City of Jonesboro shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City of Jonesboro prior to beginning the work.
- 2.5. Haul and Dispose. The work shall consist of clearing and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable; 2) loading the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is liable for all ineligible debris handled during the life of this contract. The Authorized

Agent for the City of Jonesboro shall be immediately notified of any ineligible debris placed at the right of way for collection.

- 2.5.1. The Contractor shall make two (2) passes within the City limits of Jonesboro with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City of Jonesboro.
- 2.6. Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract.
- 2.7. Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City of Jonesboro. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.8. The contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. All equipment shall be approved by the City prior to use. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.9. 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.
- 2.10. The government reserves the right to inspect the site, verify quantities and review operations at any time.
- 2.11. All work shall be accomplished in a safe manner in accordance with all applicable local, state, and federal standards.

3.0 LOAD TICKETS.

- 3.1. Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets shall be provided by the City. The load ticket numbers shall be

sequentially numbered. The load tickets shall be a minimum of four-parts. A sample load ticket is included as an attachment.

3.2. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)

3.3 A minimum four-part load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the City, and the fourth to FEMA. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION.

4.1 Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way and defined by local and federal guidelines.

4.2 Stumps The removal and disposal of all stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor. Stumps 24" or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the attached TABLE by City's representative.

5.0 PERFORMANCE SCHEDULE.

- 5.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2. Prior to commencing debris removal operations a contractor shall, with the City's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3. All activity associated with debris operations shall be performed during visible daylight hours only. The contractor may work seven (7) days per week, including holidays.
- 5.4. Maximum allowable time for completion shall be 45 calendar days, unless the City initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable local, state and federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5. Ligated damages shall be assessed at \$500.00 per calendar day for any time over the maximum allowable time established by contract.

6.0 EQUIPMENT.

- 6.1. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other modifications 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 not to extend more than two feet above the metal bedsides. All modifications are subject to acceptance or rejection by the City. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor prior to use shall inspect all equipment. The Contractor will provide a form for this purpose.
- 6.2. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:

- Company Name
- Truck Number
- Cubic Yardage
- Inspectors Name and Date

An example sign is included as an attachment.

- 6.3. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. The Contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 6.4. Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the City.
- 6.6. The contractor shall provide an inspection tower at each dumpsite. This tower shall be constructed such that the City monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing the volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¼" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2" x 4" studs and ½" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift to be used in place of the constructed tower. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the City.

7.0 REPORTING.

- 7.1. The Contractor shall submit a report to the City each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number

- Truck Number
- Location of work
- Day of Report
- Daily and cumulative totals of debris removed, by category

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

8.0 OTHER CONSIDERATIONS.

8.1. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

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

8.3. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

8.4. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.

8.5. The Contractor may be required to secure all necessary permits and shall meet all environmental requirements prior to the contractor commencing operations.

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

8.7. The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.

8.8. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. A list of all subcontractors under this contract shall be provided the City. The City reserves the right to refuse any subcontractor related to this contract and/or all dismiss for cause.

9.0 FINAL DISPOSITION

Reduction of debris shall be by burning or grinding. The method of final disposal will be determined by the contracting authority. Landfill disposal fees for ash or other ineligible debris are the responsibility of the Contractor.

10.0 MEASUREMENT.

Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement.

11.0 BONDING AND INSURANCE

11.1. Prior to signing of contract, contractor agrees to furnish the City with all applicable certificates of insurance. Within 24 hours following signing of contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond equal to the bid or \$1,000,000.00, whichever is higher, is required within 48 hours of award of the contract. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the contractor is unable to obtain bonding.

11.2. The Contractor shall save and hold the City harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

12.0 PAYMENT.

12.1. Payment for work completed may be invoiced on a semi-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 BIDDING SCHEDULE.

12.2. Time is of the essence to the performance hereunder and the City 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 sixty days following the date of hand delivery to the City's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the sixty day period until fully paid. Payment made is based on the post mark date or hand delivery date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

- 12.3. For reasonable cause and/or when satisfactory progress has not been achieved by the contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12.4. The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent including acceptable evidence of the satisfaction of all claims or liens. Lien releases for all subs and supplies are also to be provided.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the governing body of the City of Jonesboro the City'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'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's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF CONTRACT

- 14.1. This contract may be terminated at any time for the convenience of the City. The City agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 14.2. 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's authorized agent within 24 hours of delivery of notice of said deficiency. The City 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.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. This contract is binding upon and inures to the benefit of the City or Assigns and is the whole agreement of the parties and governed by the Law of the State of Arkansas. The appropriate venue for any litigation resulting hereunder is the Craighead County, Jonesboro, Arkansas Court.
- 15.2. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1. When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2. Corrective Actions. If deficiencies are identified, the City must take action to correct those deficiencies using one, or in some cases a combination of, the following:
 - 16.2.1. Stop Unsafe Work. The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2. Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.
 - 16.2.3. Reduced Value Deduction. The City 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 or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services".
 - 16.2.4. The Contract may be terminated.
- 16.3. The City may discuss corrective actions with the Contractor to prevent future occurrences.
- 16.4. The City'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, immediately inform the City'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's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1. At the time of award, the Contractor shall designate, in writing, a Contractor Representative (CR) to receive any Notice required hereunder and who shall be available at the local work site in Jonesboro, Arkansas, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.
- 17.2. The only City personnel authorized to receive any Notice required hereunder are the City's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the City.

18.0 OTHER CONTRACTS.

The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 ATTACHMENTS

- Example Daily Haul Records
- Example Load Ticket
- Example Truck Placard
- Dumpsite Location Maps
- Bidding Schedule

20.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide the City of Jonesboro 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 Jonesboro.

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

As agreed upon by the City of Jonesboro and DET Enterprises (Contractor name) local sub-contractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the attached BIDDING SCHEDULE.

IN WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this 2-17-09 (date).

CITY of Jonesboro, Arkansas

DEJ Enterprises (Contractor)

By: Chris St...
Name

Arif Vice President
Title

Bidding Schedule

ITEM	QTY	Description	Units	Unit Price
01.	1	Mobilization and Demobilization	Lump Sum	\$ <u>1.00</u>
02.		Est Approx ± 100,000 CY Removal and dispose debris	Cubic Yard	\$ <u>4.54</u> * Burn Only

Contractor's Name D & J Enterprises, Inc. To Grind Add 1.25 per CY

Contractor's Address 3495 Lee Road 10

City Auburn State AL Zip 36832 Fed ID 63-0943382

Phone (334) (334)821-1249 Fax () (334)821-5227 Cell () (334) 740-4251

Email address: wliveoak@bellsouth.net

Signature:  Print Name Chip Starr

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,
D & J Enterprises, Inc.
3495 Lee Road 10 Auburn, AL 36832
as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America
One Tower Square Hartford, CT 06183
a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Jonesboro
515 West Washington Jonesboro, AR 72401
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Debris Removal, City of Jonesboro, Arkansas

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 10th day of February A.D. 2009

D & J Enterprises, Inc.

(Principal) (Seal)

By:

(Title)

Cedric Bryant
(Witness)

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By:

Peggy L. Jackson

(Attorney-in-Fact)

Roddy Eric Buckley
(Witness)

Countersigned By:
Matthew K. Cashion, Jr.
Resident Arkansas Agent
The Cashion Company, Inc.

Matthew K. Cashion, Jr.

The Bottrell Insurance Agency, Inc.

PERFORMANCE BOND

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183**

Bond No. 105220047

KNOW ALL MEN BY THESE PRESENTS:

that D & J Enterprises, Inc.
3495 Lee Road 10 Auburn, AL 36832

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held firmly bound unto

City of Jonesboro
515 West Washington Jonesboro, AR 72401

(Here insert full name and address or legal title of Owner)

as Obligee, hereafter called Owner, in the amount of One Million Dollars and 00/100

Dollars (\$1,000,000.00), for the payment whereof Contractors and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **February 13** , **2009** , entered into a contract with Owner for **Debris Removal, City of Jonesboro, Arkansas**

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for

a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this **13th** day of **February** , **2009**

D & J Enterprises, Inc.

(Principal) (Seal)

[Signature]
Art. V.P.
(Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By *[Signature]*
Peggy L. Jackson Attorney-in-Fact

The Bottrell Insurance Agency, Inc.

[Signature]
(Witness)

[Signature]
Katie Acy (Witness)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A311, February 1970 edition.

Countersignature: Resident Arkansas Agent
[Signature]
Matthew K. Cashion, Jr./The Cashion Company, Inc.

**LABOR AND MATERIAL
PAYMENT BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond No. 105220047

KNOW ALL MEN BY THESE PRESENTS:

that D & J Enterprises, Inc.

(Here insert full name and address or legal title of Contractor)

3495 Lee Road 10 Auburn, AL 36832

as Principal, hereinafter called Principal, and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held firmly bound unto City of Jonesboro

515 West Washington Jonesboro, AR 72401

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner for the use and benefit of Claimants as hereinbelow defined, in the amount of One Million Dollars and 00/100 Dollars (\$1,000,000.00).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 13, 2009, entered into a contract with Owner for Debris Removal, City of Jonesboro, Arkansas

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any claimant:

- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the

materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 13th day of February 2009

ATTEST:

By: Sing Thoma (Witness)

WITNESS:
By: Katie Acy (Witness)

D & J Enterprises, Inc. (Principal) (Seal)

By: Chris Sk Asst V.P. (Title)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
By: Peggy L. Jackson (Attorney-in-Fact)

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A311, February 1970 edition.

Matthew K. Cashion, Jr.
Matthew K. Cashion, Jr./The Cashion Company, Inc.



POWER OF ATTORNEY

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

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

Surety Bond No. 105220047

Principal: D & J Enterprises, Inc.

OR

Project Description: Debris Removal, City of Jonesboro, Arkansas

Obligee: City of Jonesboro

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Peggy L. Jackson of the City of Jackson, State of MS, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of August, 2006.

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

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



State of Connecticut

City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of February, 2009.


Kari M. Johanson, Assistant Secretary



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