

Debris Management and Removal Services Contract

**ANNUAL AGREEMENT FOR
DEBRIS MANAGEMENT AND REMOVAL SERVICES**

THIS AGREEMENT, made this 31 day of August, 2008, by and between Livingston Parish Council existing under the laws of the State of Louisiana, hereinafter referred to as the "Owner" and IED, INC, hereinafter referred to as "Contractor", for the term specified herein, agree as follows:

I. SCOPE

The contractor is to perform the Work as defined in the exhibits and amendments, if any, the exhibits are attached hereto and incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

II. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given in the following order:

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference into the final Agreement;

III. TERM OF AGREEMENT

The period of this Agreement shall be for six (6) months, beginning on 1-SEP-2008, and ending on 1-MAR-2009. This Agreement may, by mutual written assent of the parties, be extended in six month increments for a maximum of five years aggregate.

IV. COMPENSATION

The contractor agrees to provide services and materials as specified in its proposal to the OWNER at the cost specified in said exhibits A&B and amendments, if any, the proposal and any amendments thereto incorporated by reference herein and made a part hereof as fully as if herein set forth.

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V. PAYMENT

All invoices received by the Owner are payable within FIFTEEN (15) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work.

All invoices shall be directed to the Owner's office, at: Livingston Parish Council, Livingston Parish Courthouse or other address designated by Owner.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the Owner, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the Owner of funds therefore.

VII. GENERAL CONDITIONS

A. Termination for Default

1. The performance of Work under this agreement may be terminated by the Owner in whole or in part, in writing, whenever the Owner shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2. The Owner has the right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform any other provisions of the Agreement.
3. Owner may terminate for convenience with 30 days notice in writing to an authorized representative of Contractor.

B. Performance Requirements and Services

1. The services to be provided by Contractor for the Owner include those which are necessary for the removal of excess green waste and/or bulk refuse from Owner's streets, right-of-ways, public parks and public places, including, but not limited to personal/private property and debris placed on or in these public sites as approved by the Owner to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by an Owner's official or inspector or other personnel approved by the Owner.

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3. The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the Owner. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws and personnel necessary to accomplish the objective of the Owner. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the Owner by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the Owner. The Owner shall instruct the Contractor to grind or recycle the Owner's excess green waste materials.
4. The Contractor shall perform work so as not to interfere with the normal operations of the Owner, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.
5. The owner warrants to the Contractor that the scope of work shall be performed without interference by any other contractor contracting with the Owner or forces directly employed by the Owner so that the Contractor shall have sole access to the sites for performance of the work as necessary to avoid conflicts, delays, inefficiency and disruptions.
6. The prices in Exhibits A and B may be adjusted either by Change Order or shall escalate as to equipment and vehicle used by the Contractor by reference to the Motor Fuel Index for the region of the performance of the contract as the base for such escalations, if any. Owner agrees to act in good faith and aid in securing a reliable and accessible source of fuel for Contractor's vehicles and equipment.

C. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or Owner's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or Owner's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or the Owner's performance, respectively, by the length of the delays occasioned

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thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the Owner may at its discretion, cancel this Agreement for its convenience.

D. Indemnification and Insurance

1. Indemnity

The contractor hereby agrees to indemnify and hold harmless the Owner, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement arising out of or related to personal injury or property damage, unless such claims or liability results from the wrongful acts or omissions of the Owner or its agents, employees, agents or representatives.

The Owner agrees to indemnify and hold harmless the Contractor, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Agreement arising out of or related to personal injury or property damage, which results from the wrongful acts or omissions of the Owner or its agents, employees, agents or representatives.

Upon completion of all services, obligations and duties provided in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Subsection shall survive.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

(a.) Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the Owner, protecting and insuring against all the foregoing with coverage limits of not less than Five-Hundred Thousand Dollars (\$500,000) per occurrence for Bodily Injury and Property Damage.

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(b.) Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) per occurrence combined single limits for Bodily Injury and Property Damage.

(c.) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by State law, shall be provided.

(d.) Insurance Certificates

The Contractor shall provide the Owner with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Owner. Said Commercial General Liability policy shall provide that the Owner be an additional named insured. The Owner shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the Owner and licensed and authorized to do business under the laws of the Owner's State.

E. Acceptance

The Owner will be deemed to have accepted the Work after the Owner is notified by the Public Works Department of its satisfaction that the Work for their respective department is completed.

F. Correction of Work

The Contractor shall promptly correct all Work rejected by the Owner as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected work shall consist of that work which is deemed ineligible by the Owner.

G. Right to Audit Records

The Owner shall be entitled to audit the books and records of the Contractor of any sub-contractor to the extent that such books and records relate to the performance of this Agreement of any sub-contract to this Agreement.

Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement.

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H. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

I. Owner's Responsibilities

Owner shall be responsible for providing information required by Contractor that is available in the files of the Owner and providing/making available such public information as may be required to assist Contractor in the performance of his duties under this Agreement between Contractor and Owner.

J. Environmental Conditions, Differing Site Conditions or Delays

If site conditions are encountered which necessitate operations other than standard debris removal, including, but not limited to, environmental conditions, hazardous/contaminated waste, human remains or other conditions requiring special treatment or resulting in the interruption or delay of operations to the Contractor, or to comply with local, state or federal laws or regulations, an equitable adjustment shall be made to the contract by change order as agreed by the parties, or in the absence of agreement, by force account determined by the direct costs to the contractor of the conditions it asserts will be subject to the adjustment provisions in this clause.

K. Uncontrollable Forces (Force Majeure)

Neither the Owner nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations

VIII. MICELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without the advance written consent of the Owner.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall

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be binding unless in writing and signed by the Owner or his designee.

- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for proper execution and completion of the Work under this Agreement.
- E. This Agreement is deemed to be under and shall be governed by, and construed according to, State Law.
- F. Any litigation arising out of this Agreement shall be had in the Courts of 21 Judicial Court, Livingston Parish Louisiana.
- G. Contract agrees to fully co-operate and assist Owner with all aspects of reimbursement if available

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- H. The undersigned hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who solicited for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.
- I. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

J. IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above

Mike Brimmer
 by: *Mike Brimmer*
 Livingston Parish President

CONTRACTOR
 IED, INC
 by: *Smith I. Day*
 Smith I. Day

Name & Title (Typed or Printed)

Date: _____, 2005

IED INC.

Name of Company

7602 GSP.I AV. BATON ROUGE LA 70821

Mailing Address

Owner, State and Zip

225-768-0278

Area Code/Telephone Number

SEAL

Other Infrastructure Restoration Services

As may be requested by the PARISH, the CONTRACTOR shall perform additional infrastructure restoration services that are within his/her capabilities to perform, either directly or via subcontract. These services may include but are not limited to:

- debris removal from canals, bays, off-road drainage ditches, ponds, lake, waterways, and rivers;
- restoration of roadways, drainage structures, boat docks and piers, potable water, sanitary sewer, and storm sewer systems;
- providing temporary office trailers and mobile command and communication facilities;
- levee and causeway reconstruction;
- golf course restoration;
- debris removal from ponds and lake;
- removal of hazardous stumps;
- screening of debris from beach sand;
- demolition of unsafe structures.

Compensation and time schedules for completion of these additional services will be negotiated between the PARISH and the CONTRACTOR based on the hourly rates listed in the Fee Schedule, Part B.

Exhibit B

FREE SCHEDULE -- PART A: UNIT PRICES

<u>Item / Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.0 Loading and Hauling Debris from Public Property and Rights-of-Way to a Temporary Debris Staging and Reduction Site	Cubic Yard	\$9.80

2.0	Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site	Cubic Yard	\$14.50
3.0	Management and Operation of a Temporary Debris Staging and Reduction Site	Cubic Yard	\$1.20
4.0	Debris Reduction by Chipping/Grinding	Cubic Yard	\$3.80
5.0	Debris Reduction by Burning	Cubic Yard	\$3.80
6.0	Freon Management and Recycling	Each	\$110.00
7.0	Animal Carcass Collection, Hauling, and Final Disposal	Pound	\$4.00
8.0	Loading, Hauling, and Disposal of White Goods	Each	\$40.00
9.0	Loading and Hauling Debris Reduction By-Products to a Final Disposal Site	Cubic Yard	\$5.00
10.0	Loading and Hauling Household Hazardous Waste to a Final Disposal Site	Pound	\$4.00
11.0	Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site		
A.	0 to 11.99 inch diameter	Each	\$50.00
B.	12 inch to 23.99 inch diameter	Each	\$75.00
C.	24 inch to 35.99 inch diameter	Each	\$95.00
D.	36 inch to 47.99 inch diameter	Each	\$150.00
E.	48 inch and larger diameter	Each	\$300.00
12.0	Clean, Fill Dirt	Cubic Yard	\$9.00
13.0	Sand Screening	Cubic Yard	\$4.00

S&P

EMERGENCY WORK FIRST 72 HOURS

FEE SCHEDULE - PART B: EQUIPMENT AND LABOR RATES

Exhibit B

Item / Description	Hourly Price
1.0 JD 544 Wheel Loader with debris grapple	\$ 90.00
2.0 JD 644 Wheel Loader with debris grapple	\$ 110.00
3.0 Extendaboom Forklift with debris grapple	\$ 100.00
4.0 753 Bobcat Skid Steer Loader with debris grapple	\$ 100.00

5.0	753 Bobcat Skid Steer Loader with bucket	\$ 100.00
6.0	753 Bobcat Skid Steer Loader with street sweeper	\$ 100.00
7.0	30-50 H Farm Tractor with box blade or rake	\$ 100.00
8.0	2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$ 105.00
9.0	3 - 4 cu. yd. Articulated Loader with bucket	\$ 110.00
10.0	JD 648E Log Skidder, or equivalent	\$ 100.00
11.0	CAT D4 Dozer	\$ 90.00
12.0	CAT D5 Dozer	\$ 105.00
13.0	CAT D6 Dozer	\$ 140.00
14.0	CAT D7 Dozer	\$ 175.00
15.0	CAT D8 Dozer	\$ 215.00
16.0	CAT 125 - 140 HP Motor Grader	\$ 110.00
17.0	JD 690 Trackhoe with debris grapple	\$ 145.00
18.0	JD 690 Trackhoe with bucket & thumb	\$ 115.00
19.0	Rubber Tired Excavator with debris grapple	\$ 145.00
20.0	JD 310 Rubber Tired Backhoe with bucket & hoe	\$ 100.00
21.0	Rubber Tired Excavator with debris grapple	\$ 145.00
22.0	210 Prentiss Knuckleboom with debris grapple	\$ 145.00
23.0	CAT 623 Self-Loader Scraper	\$ 175.00
24.0	Hand-Fed Debris Chipper	\$ 105.00
25.0	300 - 400 HP Tub Grinder	\$ 260.00
26.0	800 - 1,000 HP Tub Grinder	\$ 920.00
27.0	30 Ton Crane	\$ 110.00
28.0	50 Ton Crane	\$ 200.00
29.0	100 Ton Crane (8 hour minimum)	\$ 345.00
30.0	40 - 60' Bucket Truck	\$ 145.00
31.0	Greater Than 60' Bucket Truck	\$ 215.00
32.0	Fuel / Service Truck	\$ 105.00
33.0	Water Truck	\$ 100.00
34.0	Portable Light Plant	\$ 45.00
35.0	Lowboy Trailer with Tractor	\$ 140.00
36.0	Flatbed Truck	\$ 110.00
37.0	Pick-up Truck (unmanned)	\$ 40.00
38.0	Self-Loading Dump Truck with debris grapple	\$ 195.00
39.0	Single Axle Dump Truck, 5 - 12 cu. yd.	\$ 70.00
40.0	Tandem Axle Dump Truck, 16 - 20 cu. yd.	\$ 85.00
41.0	Tandem Axle Dump Truck, 21 - 30 cu. yd.	\$ 90.00
42.0	Tandem Axle Dump Truck, 31 - 50 cu. yd.	\$ 105.00

FEE SCHEDULE -- PART B: HOURLY RATES (continued)

Exhibit B

<u>Item / Description</u>	<u>Hourly Price</u>	
43.0	Tandem Axle Dump Truck, 51 - 80 cu. yd.	\$ 125.00
44.0	Power Screen	\$ 290.00
45.0	Stacking Conveyor	\$ 125.00
46.0	Chainsaw	\$ 40.00

47.0	Air Curtain Incinerator, self-contained	\$	400.00
48.0	Temporary Office Trailer	\$	30.00
49.0	Mobile Command and Communications Trailer	\$	60.00
50.0	Laborer, with small hand tools, and Traffic Control Flagperson	\$	25.00
51.0	Skilled Sawman	\$	40.00
52.0	Crew Foreman with cell phone	\$	60.00
53.0	Operations Manager with cell phone	\$	90.00
54.0	Tree Climber	\$	100.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

FEE Schedule Exhibit "A"

HAZARDOUS TREES

Leaners

6"-12.99"	EA	\$200.00	170.00
13"-24.99"	EA	\$400.00	340.00
25"-47.99"	EA	\$600.00	510.00
>48"	EA	\$800.00	680.00

Hangers

2 -4.99 inch	Ea Cut	\$200.00	170.00
5 -11.99 inch	Ea Cut	\$300.00	255.00
>12 inch	Ea Cut	\$400.00	340.00

JGM

[Signature]

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Set