

DEBRIS REMOVAL AGREEMENT

Between

IEO, Inc.
and
Livingston Parish Council

CONTRACT ADDENDUM 1

This document memorializes terms to the original contract signed August 31, 2008, that were not set in writing at that time. The parties hereby agree that the following terms are considered incorporated in the August 31, 2008 contract and are effective as of that date:

The following terms and conditions are hereby incorporated into the original agreement:

1. Contractor will provide access to books, documents, papers, and records which are directly pertinent to this contract for the purpose of audit, examination, excerpts and transcriptions.
2. Contractor will retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
3. Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

1. The following specific work items per the scope of the contract are hereby incorporated into the original agreement :

A. Debris Removal from Ditches and Canals

1. Debris removal from public ditches or drainage canals	<u>1 foot to 10 feet average width</u>	<u>\$2.75</u>	Per linear ft.
	<u>10.1 feet to 20 feet average width</u>	<u>\$5.50</u>	
	<u>20.1 feet to 35 feet average width</u>	<u>\$9.50</u>	
	<u>greater than 35 feet</u>	<u>\$16.75</u>	

(a) Scope of Ditch and Canal work

Debris removal shall include all eligible storm-generated materials encountered, identified and approved by the authorized jurisdiction, its monitor or agent or both. Each work site shall be identified, mapped and delineated by the authorized jurisdiction and a written work order for the affected area shall be generated and tendered to Contractor prior to the commencement of work. No work orders shall be generated in amounts of less than 100 contiguous linear feet. Work shall consist of removal of debris only, hauling and disposal are covered under other standard fee items.

(b) Access to Ditch and Canal work

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Access to the sites shall be coordinated with the authorized jurisdiction's representatives prior to mobilization to the sites. Right-of-Entry from property owners may be required to provide Contractor ingress and egress to the banks in some locations and will be obtained by the authorized jurisdiction prior to the start of work in those locations. Owner or authorized jurisdiction is responsible for identifying pipelines and other underground utility infrastructure adjacent or across the work area and include the location of each within each prepared work order.

B. Pump, Load, Haul and Disposal of Sanitary sewerage

2.	Pump, Load, Haul and Dispose of Sanitary sewerage due to storm damage of sewerage infrastructure	\$ 14.80	Per ton
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C. Storm drain and Sanitary Sewer Lines

	Cleaning and Clearing of drain lines		
	Drain Line Diameter 0-15.0 inches		
	0-15 miles one way haul	\$ 3.75	Linear foot
	15-30 miles one way haul	\$ 4.50	Linear foot
	30-60 miles one way haul	\$ 5.00	Linear foot
	Drain Line Diameter 15.01-36 inches		
	0-15 miles one way haul	\$10.00	Linear foot
	15-30 miles one way haul	\$15.00	Linear foot
	30-60 miles one way haul	\$20.00	Linear foot
	Clean and clearing of catch basins and inlets		
	0-15 miles one way haul	\$375.00	Each
	15-30 miles one way haul	\$375.00	Each
	30-60 miles one way haul	\$450.00	Each

II. ERRATA ITEMS

The following errors to the original contract are corrected as follows:

- A. Page Number Where Error Occurred: 4**
- Location of The Error on The Page: Paragraph 2(a)**
- Erroneous Text: "... coverage limits of not less than Five-Hundred Thousand Dollars (\$500,000) per occurrence ..."**
- Corrected Text: "... coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence ..."**

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B. Page Number Where Error Occurred: 5

Location of The Error on The Page: Paragraph 2(b)

Erroneous Text: "... coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) ..."

Corrected Text: "... coverage shall be in the minimum amount of Five-Hundred Thousand Dollars (\$500,000) ..."

C. Page Number Where Error Occurred: 11 (erroneously labeled page "24")

Location of The Error on The Page: Exhibit B

Erroneous Text: "Emergency Work First 72 hours"

Corrected Text: "Time and material rates are generally only to be utilized for the first 70 hours of work, post disaster. The aggregate cost for time and materials work done by Contractor shall be no greater than \$1,000,000"

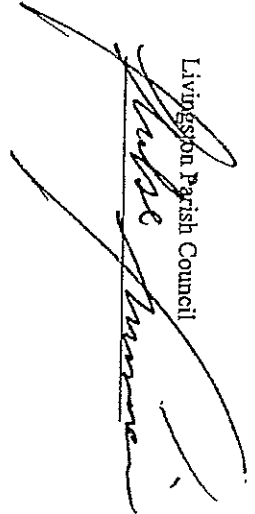
D. Page Number Where Error Occurred: 12 (erroneously labeled page "25")

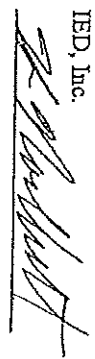
Location of The Error on The Page: Fee Schedule Part B- Equipment and Labor Rates Exhibit B, Item 20.

Erroneous Text: "JD 310 Rubber Tired Backhoe with bucket & hoe \$100.00"

Corrected Text: "JD 310 Rubber Tired Backhoe with bucket & hoe \$135.00"

Agreed and acknowledged on: Sept. 25, 2008.


Livingston Parish Council

IED, Inc.


9/25/08
Ben Northcutt
Project Manager

DEBRIS REMOVAL AGREEMENT

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IED, Inc.
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Livingston Parish Council

CONTRACT ADDENDUM 2

This document modifies and supplements the contract signed August 31, 2008 and any other addendums to that contract.

II. The following specific work items are hereby supplemented and incorporated into the original agreement addendums or both:

A. Debris Removal from Ditches and Canals within a designated wetlands area or otherwise inaccessible to the extent that amphibious or other special machinery is required for access to the work shall be paid according to the following schedule.

<p>1. Wetlands Fee - Debris removal from public ditches or drainage canals</p> <p style="padding-left: 40px;">1 foot to 10 feet average width</p> <p style="padding-left: 40px;">10.1 feet to 20 feet average width</p> <p style="padding-left: 40px;">20.1 feet to 35 feet average width</p> <p style="padding-left: 40px;">Greater than 35 feet</p>	<p style="text-align: right;">\$4.75</p> <p style="text-align: right;">\$7.75</p> <p style="text-align: right;">\$14.00</p> <p style="text-align: right;">\$20.75</p>	<p style="text-align: center;">Per Linear Ft</p>
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(a) Scope of Ditch and Canal work
Debris removal shall include all eligible storm-generated materials encountered, identified and approved by the authorized jurisdiction, its monitor or agent or both. Each work site shall be identified, mapped and delineated by the authorized jurisdiction and a written work order for the affected area shall be generated and tendered to Contractor prior to the commencement of work. No work orders shall be generated in amounts of less than 100 contiguous linear feet. Work shall consist of removal of debris only, hauling and disposal are covered under other standard fee items.

(b) Determination of accessibility to work
The Owner's designated project monitor shall determine if the work is inaccessible by standard means (road vehicles or watercraft) or if use of dragline mats, board roads or other temporary bridge or road equipment is necessary in order to support standard means access and is therefore subject to the special fee schedule above. All related work orders and tickets shall contain the designation "Canal Work Wetlands Fee Applies." If the work is within wetlands or otherwise requires special amphibious equipment or temporary road equipment in order to access the work, it shall be designated as such by the monitor and the Wetlands Fee shall apply. Right-of-Entry from property owners may be required to provide Contractor ingress and egress to the banks in some locations and will be obtained by the authorized jurisdiction prior to the start of work in those locations. Owner shall obtain burning permits (if required) or sites near the work where incineration

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is necessary or the only practical means of final disposal of the material. If material is to be reduced by incineration on site, the Owner/monitor shall determine the volume of material (in cubic yards) of each material heap using industry standard measurement criteria prior to its reduction. Owner or authorized jurisdiction is responsible for identifying pipelines and other underground utility infrastructure adjacent or across the work area and include location of each within each prepared work order.

The project monitor shall utilize the following criteria to determine:

- (i) Wetlands- For regulatory purposes under the Clean Water Act the term wetlands means "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bays, and similar areas."
- (ii) Amphibious vehicles shall include but not be limited to vehicles with the characteristic of low ground pressure and that are operated on dry land, wet land, or marsh land covered by water.

Access clearing fees ancillary to canal clearing work

If areas are required to be cleared of brush, trees, or vegetation in order to access the work, the following clearing fee shall be charged:

Access clearing fee-- clear and reduce vegetation as needed for access to work	\$6,000 per acre
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Ash soil amendment and re-seed at reduction sites

Ash produced by reduction by incineration at reduction sites may be amended into the soil and the utilized area seeded with appropriate grass seed at the direction of Owner per the following fee:

Ash soil amendment and grass seeding	\$1,500 per acre
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Ash load and haul from reduction site(s) to final

If ash soil amendment and re-seed of ash is not acceptable, ash at reduction sites may be loaded and hauled to final at the direction of Owner per the following fee:

Ash load and haul to final	\$13.25 per cubic yard
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(Owner shall be responsible for tipping fees imposed by final disposal site operator)

DERRIS RENEWAL AGREEMENT

Between

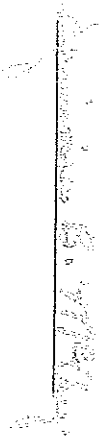
LED, Inc.

and

Livingston Parish Council

Agreed and acknowledged on: November 24, 2008.

Livingston Parish Council



LED, Inc.
