

DEBRIS REMOVAL AGREEMENT

Between  
IED, Inc.  
and  
Livingston Parish Council

**CONTRACT ADDENDUM 2**

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

**I. 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.**

1. Wetlands Fee - Debris removal from public ditches or drainage canals	1 foot to 10 feet average width	\$4.75	Per linear ft.
	10.1 feet to 20 feet average width	\$7.75	
	20.1 feet to 35 feet average width	\$14.00	
	Greater than 35 feet	\$20.75	

**(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 the 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, bogs and similar areas."
- (ii) Amphibious vehicles shall include but not be limited to vehicles with the characteristic of low ground pressure and that are operable 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)

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Agreed and acknowledged on: November 24, 2008.

Livingston Parish Council  
*Therese B. McQuay*

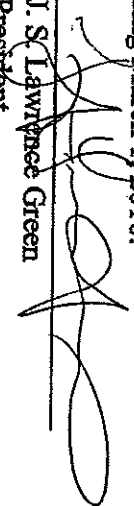
IED, Inc.  
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**Extension of Annual Agreement  
for Debris Management and Removal Services**

The Livingston Parish Council, acting through its authorized representative Livingston Parish President Mike Grimmer, and International Equipment Distributors, Inc. dba IED, INC. ("IED"), acting through its President J.S. Lawrence Green, do hereby ratify and extend the Annual Agreement for Debris Management and Removal Services dated August 31, 2008 between the Livingston Parish Council and International Equipment Distributors, Inc., dba "IED, INC.," including Contract Addendum 1 dated September 25, 2008 and Contract Addendum 2 dated November 24, 2008, for an additional six month term, through and including March 1, 2010.

  
Mike Grimmer  
Livingston Parish President  
on behalf of the  
Livingston Parish Council

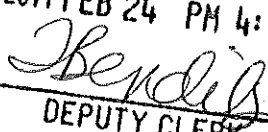
Date: August 31, 2009

  
J. S. Lawrence Green  
President  
International Equipment Distributors, Inc.

Date: <sup>See ATTACHE</sup> ~~August~~ 8, 2009

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