



ST. JOHN THE BAPTIST PARISH COUNCIL  
RONNIE SMITH - Chairman    CHERYL MILLET - Vice Chair

1801 WEST AIRLINE HIGHWAY  
LAPLACE, LOUISIANA 70068  
Office 985-652-1702  
Fax 985-652-1700

February 14<sup>th</sup>, 2011

Division A  
Raydel Morris  
P.O. Box 1902  
LaPlace, LA 70069  
504-307-2612

Division B  
Steve Eée  
38 Muirfield Drive  
LaPlace, LA 70068  
985-652-9894

District I  
Haston "Lipper" Lewis  
117 Lewis Court  
Edgard, LA 70049  
985-497-3406

District II  
Danny Millet  
296 Annex Drive  
Reserve, LA 70084  
985-536-8001

District III  
Charles Julien  
P.O. Box 2489  
Reserve, LA 70084  
985-479-2072

District IV  
Jaclyn Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
985-652-1702

District V  
Darnel C. Usry  
500 Palm Street  
LaPlace, LA 70068  
985-653-8855

District VI  
Ronnie Smith  
2609 English Colony  
LaPlace, LA 70068  
985-359-1935

District VII  
Cheryl Millet  
1925 Ridgefield Drive  
LaPlace, LA 70068  
985-651-9034

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

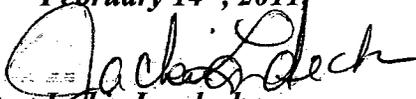
**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, February 8<sup>th</sup>, 2011.**

**"Councilwoman Hotard moved and Councilman Morris seconded the motion to grant administration authorization to execute a contract for the canal permitting process with Royal Engineering for an amount not to exceed \$48,000.00. The motion passed with Councilman Julien absent."**

**CERTIFICATION**

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 8<sup>th</sup> day of February, 2011.**

February 14<sup>th</sup>, 2011

  
**Jackie Landeche**  
**Council Secretary**

**St. John the Baptist Parish Council**

**St. John the Baptist Parish  
1801 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569**

**CONTRACT**

Be it known, that on this 14<sup>th</sup> day of February, 2011, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") and Royal Engineers & Consultants, 601 Elysian Fields Avenue, New Orleans, Louisiana, 70117 (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

**Scope of Services**

Contractor hereby agrees to consult with and complete the application process, securing the necessary permit(s) for each of the canals listed in **Exhibit A: Statement of Work**.

**Payment Terms**

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee summary listed in Exhibit B: Budget, with a maximum fee of \$48,000.00. This will include all expenses (including travel) incurred relative to performing the services described in Exhibit A: Statement of Work. (See attached Exhibit B for detailed budget information)

All payments must be approved by **Marie Brown Mercadel, Chief Administrative Officer**.

**Monitoring Plan**

The Capital Project Administrator of the Parish will monitor the progress of the Contractor as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work section to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The Contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

**Termination Clause**

The Parish and the Contractor may terminate the Contract at any time by giving **thirty (30) days written notice**. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**Ownership**

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Contractor by Parish shall remain the property of Parish, and shall be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Contractor to Parish, at Contractor's expense, at termination or expiration of this contract.

### **Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

### **Auditors**

It is hereby agreed that the Parish shall have the option of auditing all accounts of contractor which relate to this contract.

### **Term of Contract**

This contract shall begin on **February 14th, 2011** and shall terminate upon completion of the work, no later than **December 31, 2012**.

### **Indemnity**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent cause in whole or in part by negligent acts or omissions of Contractor.

### **Severability Clause**

If any one or more of the provisions contained in this contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

### **Exclusions**

Pursuant to Louisiana Revised Statute 38:2227, consultant must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors; misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

### **Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of **this 14<sup>th</sup> day of February, 2011.**

WITNESS:

*Joy Cannon*

ST. JOHN THE BAPTIST PARISH:

By: *Natalie Bottom*

Title: *Parish President*

WITNESS:

*Randy [Signature]*

CONTRACTOR:

By: *[Signature] - Michael L. Pugh*

Title: *Vice President*

## **Exhibit A**

### **Statement of Work**

Contractor hereby agrees to furnish the following services:

The contractor will consult with and complete the application process, securing the necessary permit(s) for each of the canals as identified by the Parish. The canals are as follows:

- Dutch Bayou Canal (Latitude 30°04'36" Longitude 90°35'01")
- Mississippi Canal (Latitude 30°04'35" Longitude 90°34'25")
- Terre Haute Canal (Latitude 30°04'35" Longitude 90°35'15")
- Marathon Canal (Latitude 30°04'36" Longitude 90°35'49")
- Sugar Mill Canal (Latitude 30°04'19" Longitude 90°37'26")
- East Frisco Canal (Latitude 30°04'35" Longitude 90°36'52")
- West Frisco Canal (Latitude 30°04'34" Longitude 90°37'03")
- Dupont Canal (Latitude 30°03'28" Longitude 90°38'27")
- Northwest 3<sup>rd</sup> Canal (Latitude 30°03'40" Longitude 90°33'23")
- Reserve E-West Cross Cut Canal (Latitude 30°05'59" Longitude 90°33'06")
- Hotard Canal (Latitude 30°04'38" Longitude 90°33'05")

Before proceeding, the Capital Projects Administrator (CPA) of the Parish and the Contractor will develop a monitoring plan whereby, the CPA will monitor Contractor's progress on a monthly basis.

The permit application tasks include, but are not limited to:

#### **TASK 1: AGENCY PERMITTING**

Contractor shall assist the Parish in obtaining a permit for the clearing of debris from the designated canals. The permit shall include all details developed for the proposed construction needed in the clearing of debris from canals.

Contractor shall carry out all steps necessary to apply for a Coastal Use Permit (CUP). This includes the application and filing process, along with any required paperwork. The paperwork portion of the process will include the applications and the maps and drawings of the proposed project. Once all the required forms are completed, Contractor shall file the CUP application with the U.S. Army Corps of Engineers (COE); the Louisiana Department of Natural Resources (LDNR)/Coastal Management Division (CMD), and Department of Environmental Quality (DEQ) for a water quality certificate if needed.

#### **TASK 2: CLIENT AND AGENCY COORDINATION**

Contractor shall facilitate a pre-application meeting in coordination with the appropriate agency personnel if requested by the Parish and/or State.

Additionally, Contractor shall also correspond by email and teleconference exchanges and attend face to face meetings as requested by the Parish and permitting state agencies throughout the submittal and review of the deliverables for Tasks 1.

## **Exhibit B** **Budget**

Certified itemized invoices to the Parish for the payment of these services shall be submitted to the Accounts Payable Department by the 10<sup>th</sup> day of each month. All invoices will be processed and payment submitted within 30 (thirty) days after submission of the invoice.

Contractor will be paid as per its fee schedule below, not to exceed the maximum amount of \$48,000.00.

- |   |             |
|---|-------------|
| 1. Agency Permitting<br>(includes application fees, maps & drawings, land rights) | \$35,000.00 |
| 2. Client & Agency Coordination<br>(includes email, teleconference, meetings)     | \$13,000.00 |

Services beyond the scope presented herein can be provided as Additional Services and shall be authorized in writing by you. Additional Services can be provided on a time and material or negotiated lump sum basis according to the attached standard personnel rates.

**Exhibit C**  
**INSURANCE REQUIREMENTS**  
**St. John the Baptist Parish Council**  
**1801 West Airline Highway**  
**LaPlace, LA 70068**

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept./Legal Dept.
- 3) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate**
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

- 1) Contractual liability assumed by this agreement
- 2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products – completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate**
- 9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

## **CERTIFICATES**

Prior to starting the work, the Contractor shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

## **LICENSE REQUIREMENTS**

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this contract. Yearly, a copy of such license shall be provided to the Director of Purchasing

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.



# ST. JOHN

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THE BAPTIST PARISH

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**Natalie Robottom**  
Parish President

*Office of the Parish President*

February 23, 2011

Mr. Randy Smith  
Royal Engineering  
601 Elysian Fields  
New Orleans, LA 70117

**FILE COPY**  
*PURCHASING*

Re: Canal Permitting  
St. John the Baptist Parish

Dear Randy,

Enclosed you will find the above referenced agreement signed and dated as per our discussion.

If you have any questions, please do not hesitate to call my office.

Sincerely,  
Michael R. Carmouche

Capital Projects Administrator  
St. John the Baptist Parish

MRC/mg  
Enclosures



# ST. JOHN THE BAPTIST PARISH COUNCIL

RONNIE SMITH - Chairman    CHERYL MILLET - Vice Chair

1805 West Airline Highway  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

**November 14<sup>th</sup>, 2011**

Division A  
Lucien J. Gauff, III  
670 W. 2nd  
LaPlace, LA 70068  
504-222-4585

Division B  
Steve Lee  
38 Muirfield Drive  
LaPlace, LA 70068  
985-652-9894

District I  
Haston "Lipper" Lewis  
117 Lewis Court  
Edgard, LA 70049  
985-497-3406

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296 Annex Drive  
Reserve, LA 70084  
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Charles Julien  
P.O. Box 2489  
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500 Palm Street  
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District VI  
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2609 English Colony  
LaPlace, LA 70068  
985-359-1935

District VII  
Cheryl Millet  
1925 Ridgefield Drive  
LaPlace, LA 70068  
985-651-9034

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, November 8<sup>th</sup>, 2011.**

**"Councilman Gauff moved and Councilman Julien seconded the motion to grant administration authorization to execute a contract amendment for Royal Engineers & Consultants for permitting of seven (7) additional canals. The motion passed with Councilwomen Usry & Cheryl Millet and Councilman Danny Millet absent."**

## CERTIFICATION

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 8<sup>th</sup> day of November, 2011.**

**November 14<sup>th</sup>, 2011,**

  
**Jackie Landeche**  
**Council Secretary**

**St. John the Baptist Parish Council**

**St. John the Baptist Parish  
1801 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569**

**CONTRACT AMENDMENT**

Be it known, that on this 8<sup>th</sup> day of November, 2011, St. John the Baptist Parish Council (hereinafter sometimes referred to as "Parish") hereby amends its contract with Royal Engineers & Consultants, 601 Elysian Fields Avenue, New Orleans, Louisiana, 70117, (hereinafter sometimes referred to as "Contractor"), dated February 14, 2011, to reflect the following changes:

**Scope of Services**

Contractor hereby agrees to complete the application process, securing the necessary permits for an additional seven (7) canals, as stated in **Exhibit A: Amended Statement of Work**.

**Payment Terms**

In consideration of the services described above, Parish hereby agrees to pay the Contractor in accordance with its fee schedule listed in Exhibit B: Amended Budget.

**Term of Contract**

Due to the increased scope of services, this contract shall terminate on December 31, 2013.

All terms and conditions not addressed herein shall remain as stated in the February 14, 2011 contract.

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 8<sup>th</sup> day of November, 2011.

WITNESS:

Theresa Rodgers  
Theresa Rodgers

ST. JOHN THE BAPTIST PARISH:

By: Natalie Robottom

Title: Parish President

WITNESS:

Ralph Libersat  
Ralph Libersat

ROYAL ENGINEERS & CONSULTANTS

By: T. Mitchell Andrus

Title: Vice President

**Exhibit A**  
**AMENDED STATEMENT OF WORK**

Contractor shall consult with and complete the application process, securing the necessary permit(s) for the following seven (7) canals: **Guss Road Canal, Dugas Canal, George Cousin Canal, Gason Canal, East End Canal, Ben Canal, and Company Canal (dredging).**

Contractor shall carry out all steps necessary to apply for a Coastal Use Permit (CUP). This includes the application and filing process, along with any required paperwork. The paperwork portion of the process will include the applications and the maps and drawings of the proposed project. Once all the required forms are completed, Contractor shall file the CUP application with the U.S. Army Corps of Engineers (COE), the Louisiana Department of Natural Resources (LDNR)/Coastal Management Division (CMD), and Department of Environmental Quality (DEQ) for a water quality certificate if needed.

Additionally, Contractor shall also correspond by email and teleconference exchanges and attend face to face meetings as requested by the Parish and permitting state agencies throughout the submittal and review of deliverables.

**Exhibit B**  
**Amended Budget**

Itemized invoices for the payment of these services shall be submitted to the Accounts Payable Department by the 10<sup>th</sup> day of each month. All invoices will be processed and payment submitted within 30 (thirty) days after submission of the invoice.

- |   |                     |
|---|---------------------|
| 1. Agency Permitting (for additional seven (7) canals)<br>(includes application fees, maps & drawings, land rights) | <b>\$ 22,274.00</b> |
| 2. Client & Agency Coordination (for additional seven (7) canals)<br>(includes email, teleconference, meetings)     | <b>\$ 8,274.00</b>  |

**(Not to exceed Subtotal) \$ 30,548.00**

This will include all expenses (including travel) incurred relative to performing the services described in Exhibit A: Amended Statement of Work.

## Joy Cannon

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**From:** Daron Cooper  
**Sent:** Wednesday, December 07, 2011 1:51 PM  
**To:** Joy Cannon  
**Subject:** FW: Amended Contract  
**Attachments:** Amended contract\_SJB-7 additional canals.PDF

Please print and have Mrs. Robottom sign. Thanks

---

**From:** Ralph Libersat [<mailto:rlibersat@royalengineering.net>]  
**Sent:** Wednesday, December 07, 2011 11:17 AM  
**To:** Daron Cooper  
**Cc:** Randy Smith; Mitch Andrus  
**Subject:** Amended Contract

Daron,

Attached is the signed amended contract for the permitting of the 7 additional for SJB Parish. Please sign and return a copy for our files. Should you have any questions please give me a call. Thanks RL



**RALPH LIBERSAT**  
SENIOR PROJECT MANAGER

3909A Ambassador Caffery Pkwy.  
Lafayette, Louisiana 70503  
[www.royalengineering.net](http://www.royalengineering.net)

Phone: 337.456.5351  
Fax: 337.456.5356  
Cell: 337.652.6557  
[rlibersat@royalengineering.net](mailto:rlibersat@royalengineering.net)

**ATTENTION: PRIVILEGED AND CONFIDENTIAL, ENGINEERING WORK PRODUCT:**

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