

Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, November 07, 2023 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

AGENDA

<u>Public Comments:</u> Any person present who wishes to comment on any matter prior to the vote on that matter should stand prior to the vote and request an opportunity to comment. Comments are limited to three (3) minutes per speaker, and the number of speakers may be limited on a subject.

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

1) Motion to approve the minutes of the October 16, 2023 Special Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

BUILDING AND DEVELOPMENT

- **2) To be tabled:** Ordinance to annex property located at 525 Thomas Road, West Monroe. TJO Holdings, LLC, applicant. Received a **favorable** review from the Planning Commission.
- **3) To be tabled:** Ordinance to rezone property located at 525 Thomas Road, West Monroe, from an O-L (Open Land) District to a B-3 (General Business) District. Assessor parcel #19796, #19798 & #19799. TJO Holdings, LLC, applicant. Received a **favorable** review from the Planning Commission.

CODE ENFORCEMENT

LEGAL

4) Ordinance to amend Sec. 2-4001 of the Code of Ordinances to authorize the Mayor to establish a policy for the procurement of supplies, equipment, construction services, and professional services for the City in the conduct of all of its federal programs, and to establish the related procurement methods and procedures.

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

5) Ordinance to sell service firearm to retired Major Gary Aldridge. Introduced at the October 3, 2023 City Council meeting.

ENGINEERING/CONSTRUCTION PROJECTS

<u>Mest Monroe Sports Complex</u> - Project #000179

Authorize Change Order No. 005 (+ \$49,707.00; + 0 days) with Lincoln Builders of Ruston, Inc.

<u>Downtown Impr (Ph 1): Bridge St - Pine St</u> - State Project #H.014676 - City Project #000193

Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014676, Downtown Improvements (Phase 1): Bridge St - Pine St.

8) Flanagan Street Water Main Replacement - Project #000202

Accept/Reject bids.

9) <u>Flanagan Street Water Main Replacement</u> - Project #000202

Authorize the City Clerk to re-advertise for bids.

10) Mane Street Cross Drain Repair - Project #C23012

Authorize Change Order No. 1 (+ \$1,050.00 + 0 days) with BGW Construction, LLC.

11) Kiroli Dog Park Improvements - Project #C23004

Authorize Change Order No. 1 (+ \$6,850.00; + 0 days) with BGW Construction, LLC.

12) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

If you need special assistance, please contact Christen Heath at 318-396-2600, and describe the assistance that is necessary.



BOARD OF ALDERMEN SPECIAL MEETING

Monday, October 16, 2023 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

Call meeting to order, verify receipt of proper Notices of Service on or Waivers of Service by the Mayor and a majority of the Board, and the presence of a quorum.

PRESENT

Mayor Staci Mitchell Polk Brian Morgan Buxton Thom Hamilton Ben Westerburg

ABSENT

Rodney Welch

Motion to Approve Minutes

Motion to approve the minutes of the October 3, 2023 Regular Council Meeting.

Motion made by Buxton, Seconded by Brian. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Recognitions/Presentations

Recognition of Richard Laban having been selected to receive the Golden Grabber award from Keep LA Beautiful.

Recognition of Anthony Quillman, an NHS student at West Monroe High School and has achieved his Eagle Scout rank with the Boy Scouts of America program.

City of West Monroe Employee Recognitions for Years of Service

BUILDING AND DEVELOPMENT

Ordinance 5242: Ordinance to grant Right of Ways to Entergy for Highland Park Commercial Subdivision. Introduced at 9/19/23 Council Meeting.

Motion made by Hamilton, Seconded by Westerburg. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Ordinance 5249: Ordinance to enter into an agreement to grant sewer utility servitude to David Erie Mancill (B & E Wholesale).

Motion made by Westerburg, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

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LEGAL

<u>Ordinance 5250</u>: Ordinance to amend and re-enact Sec. 11-4014 of the Code of Ordinances, defining the crime of "Disturbing the Peace".

Motion made by Hamilton, Seconded by Buxton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

PUBLIC WORKS

<u>Resolution 828</u>: Resolution of the Hasley Cemetery Trust to establish the price of burial plots effective January 1, 2024; to designate a Secretary for the Trust; and to provide certain administrative authorization.

Motion made by Brian, Seconded by Westerburg. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Authorize City Clerk to advertise for bids for a Crack-Sealing Machine.

Motion made by Hamilton, Seconded by Buxton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

WMFD

Ordinance 5251: Ordinance to authorize application to the USDA Community Facilities Grant Program for funding to be used toward a new fire truck for West Monroe Fire Department.

Motion made by Westerburg, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

ENGINEERING/CONSTRUCTION PROJECTS

West Monroe Riverfront Park Fishing Pier Project - City Project #C23014

Authorize the City Clerk to advertise for bids.

Motion made by Hamilton, Seconded by Westerburg. Voting Yea: Brian, Buxton, Hamilton, Westerburg

West Monroe Sports Complex - City Project #000179

<u>Ordinance 5252</u>: Ordinance to accept low bid for wood court flooring protection (court flooring covering), and to authorize execution of a contract for purchase and delivery with the low bidder.

Motion made by Westerburg, Seconded by Buxton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

North 3rd Street Improvements - FP&C Project #50-MV2-23-01; City Project #C23013

Ordinance 5253: Ordinance to authorize execution of a Cooperative Endeavor Agreement with the State of Louisiana, Office of Facility Planning & Control (FP&C) relating to the project "North 3rd Street Improvements, Planning & Construction (Ouachita).

Motion made by Buxton, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

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OCTOBER 16, 2023

Black Bayou Stormwater Pump Replacement (DR-4611 HMGP Competitive Pool) - City Project #000224

Ordinance 5254: Ordinance to authorize an application for grant funding from FEMA (Federal Emergency Management Agency) and GOHSEP (Governor's Office of Homeland Security and Emergency Preparedness) (\$4,500,000 grant request, up to \$1,100,790 local funds).

Motion made by Buxton, Seconded by Westerburg. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Slack Street Culvert Replacement (DR-4611 HMGP-LWI) - City Project #000225

Ordinance 5255: Ordinance to authorize an application for grant funding from FEMA (Federal Emergency Management Agency) and GOHSEP (Governor's Office of Homeland Security and Emergency Preparedness) (\$586,670 grant request, up to \$65,186 local funds).

Motion made by Brian, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Natchitoches Street Rehab (Trenton - N. 7th) - State Project #H.013400 - City Project #000144

Authorize Change Order No. 8 (+ \$19,344.46; + 0 days) with Diamond B. Construction Co., LLC, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

Motion made by Westerburg, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Natchitoches Street Rehab (Trenton - N. 7th) - State Project #H.013400 - City Project #000144

Authorize Change Order No. 9 (+ \$29,245.66; + 10 days) with Diamond B. Construction Co., LLC, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

Motion made by Westerburg, Seconded by Buxton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Natchitoches Street Rehab (Trenton - N. 7th) - State Project #H.013400 - City Project #000144

Authorize Certificate of Substantial Completion with Diamond B. Construction Co., LLC.

Motion made by Buxton, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Kiroli Park Trails - LWCF Grant - City Project #C24002

Ordinance 5256: Ordinance to authorize execution of a Land and Water Conservation Fund State Project Agreement with the Louisiana Department of Culture, Recreation and Tourism, together with various related agreements relating to the City's compliance with certain grant requirements and continuing obligations, terms and conditions in exchange for the receipt of funding for certain Kiroli Park improvements (\$1,540,322 project cost: \$770,161 grant reward; \$770,161 local funding).

Motion made by Buxton, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

PAGE 4 COUNCIL MINUTES OCTOBER 16, 2023

2024 Capital Outlay Requests

<u>Resolution 829</u>: Resolution to authorize and support the submission of certain Capital Outlay Projects to the 2024 Legislature of the State of Louisiana.

Motion made by Westerburg, Seconded by Hamilton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

Project Updates

Robbie L. George, IV, P.E. (S.E. Huey, Co.) presented the City Council with project updates for transportation, drainage, water and other.

ADJOURN

Motion made by Hamilton, Seconded by Buxton. Voting Yea: Brian, Buxton, Hamilton, Westerburg

ATTEST:

CINDY EMORY

CITY CLERK

APPROVED:

STACI ALBRITTON MITCHELL

MAYOR

STATE OF LOUISIANA

CITY OF WEST MONROE

| ORDINANCE NO | | MOTION BY: |
|--|---|---|
| | | SECONDED BY: |
| CITY OF VERY CITY OF VERY CITY OF VERY CITY OF AUTHORS A | WEST MONROE, LOUISIA ING A POLICY FOR THE I, CONSTRUCTION SERVIC ITY IN THE CONDUCT OF ORIZE ESTABLISHING | 01 OF THE CODE OF ORDINANCES, ANA, RELATIVE TO AUTHORIZE E PROCUREMENT OF SUPPLIES, EES, AND PROFESSIONAL SERVICES ALL OF ITS FEDERAL PROGRAMS; THE RELATED PROCUREMENT COVIDE AN EFFECTIVE DATE; AND PECT THERETO. |
| SECTION 1. | BE IT ORDAINED by the M | layor and Board of Aldermen of the City of West |
| Monroe, Louisiana, | in regular and legal session | convened, that Section 2-4001 of the Code of |
| Ordinances, City of | West Monroe, Louisiana, is he | ereby amended, to hereafter read as follows: |
| "Sec. 2-4001 federal prog | - · · · | ocurement methods and procedures for |
| (a) | thereafter either necessary o the procurement of supp professional services for the | rized to establish and, as may be determined r appropriate, to amend and update, a policy for lies, equipment, construction services, and city in the conduct of all of its Federal programs eral grant and other required program standards. |
| (b) | necessary or appropriate, to | ed to establish and as determined thereafter either amend and update, a policy for the procurement in conjunction with the Procurement Policy grams." |
| SECTION 2. | BE IT FURTHER ORDAIN | ED by the Mayor and Board of Aldermen of the |
| City of West Monroe | e, Louisiana, in regular and leg | gal session convened, that this amendment shall |
| be effective Novemb | per 8, 2023. | |
| The above O | rdinance was read and conside | red by Sections at a public meeting of the Mayor |
| and Board of Alderm | nen, in regular and legal session | n convened, voted on by yea or nay vote, passed |
| and adopted the 7 th d | ay of November, 2023, the fir | nal vote being as follows: |
| YEA: | | |
| NAY: | | |
| NOT VOTING: | | |
| ABSENT: | | |
| ATTEST: | | APPROVED THIS 7TH DAY OF NOVEMBER, 2023 |
| CINDY EMORY, CI | | STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE |

STATE OF LOUISIANA

STATE OF LOUISIANA

CITY OF WEST MONROE

| ORDINANCE NO | MOTION BY: | |
|--------------|--------------|--|
| | SECONDED BY: | |

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED MOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO RETIRED MAJOR GARY L. ALDRIDGE, BEING HIS SERVICE FIREARM, ALL PURSUANT TO R.S. 33:4712G; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns a certain item of movable property which is no longer needed for public purposes, and

WHEREAS, a purchaser, retired Major Gary L. Aldridge, wishes to acquire that item for a price which is fair and reasonable, and which sale would be beneficial to the City of West Monroe and its residents; and

WHEREAS, R.S. 33:4712G provides notwithstanding any provisions to the contrary, a municipal police officer who retires with at least twenty years of active service and who is in good standing with the Municipal Police Employees' Retirement System shall be entitled to purchase his firearm at fair market value upon retirement, subject to approval by the Chief of Police and the local governing authority, and those requirements are here satisfied, as reflected by the attached exhibits.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana is hereby authorized to sell certain movable property which is no longer needed for any public purpose by the City of West Monroe, Louisiana, to retired Major Gary L. Aldridge, as allowed under the terms of R.S. 33:4712G, for the total cash price of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS, which property is more particularly described as follows, to-wit:

9mm Glock 17 (Generation 4), Serial #WMU361

in "as is" and "where is" condition, and without any warranty of any type or nature, with the purchase price to be paid in cash at the time of conveyance.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute a Bill of

Sale on behalf of the City of West Monroe, Louisiana, reflecting the sale upon verification of the required provisions of R.S. 33:4712G, and to take any other actions and/or to execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described movable property, all as set forth above.

SECTION 3. The above ordinance was introduced on October 3, 2023, in regular and legal

session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712G; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 7th day of November, 2023, with the final vote being as follows:

YEA:

NAY:

NOT VOTING:

ABSENT:

APPROVED THIS 7TH DAY OF NOVEMBER, 2023

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA





FFL License #5-72-073-02-6A-06418

To whom it may concern:

As requested by the West Monroe Police Department, I have personally assessed and handled the following used firearm and appraised its purchase value to be \$250.00.

Make: Glock

Model: 17 (Generation 4)

Caliber: 9mm

Serial # WMU361

Sincerely,

Patriot Pawn Team

William Frierson

Owner (318) 605-3966 Patriot_Pawn2018@Yahoo.com



City of West Monroe

HR ManagerDenise Calhoun



August 23, 2023

To whom it may concern:

Retired Major Gary L Aldridge retired with over twenty years of active service and is in good standing with the Municipal Police Employees' Retirement System.

Respectfully submitted,

Denise Calhoun

Manager, Human Resources



City of West Monroe

HR Manager Denise Calhoun



August 23, 2023

To whom it may concern:

Retired Major Gary L Aldridge retired with over twenty years of active service and is in good standing with the Municipal Police Employees' Retirement System.

Respectfully submitted,

Denise Calhoun

Manager, Human Resources

mix Calhour

Item 5)

City of West Monroe

POLICE DEPARTMENT

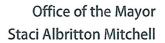
Jason E. Pleasant Chief of Police 2301 NORTH SEVENTH STREET WEST MONROE, LA 71291 Main: (318) 396-2722 Fax: (318) 396-4903

August 30, 2023

To whom it may concern:

West Monroe Police Department Major Gary L. Aldridge, who is now retired after over thirty years of active service, has my approval to purchase his service firearm at its fair market value.

Jason Pleasant, Chief of Police





August 24, 2023

To whom it may concern:

West Monroe Police Department Major Gary L. Aldridge, who is now retired after over twenty years of active service, has my approval to purchase his service firearm at its fair market value.

Staci Albritton Mitchell, Mayor



Change Order

PROJECT: (Name and address)
West Monroe Indoor Sports Complex
West Monroe, Louisiana

OWNER: (Name and address)
City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

CONTRACT INFORMATION:

Contract For: General Construction Date: September 27, 2021

ARCHITECT: (Name and address)
Tim M. Brandon, Architect, APC
103 Cypress Street

West Monroe, LA 71291

CHANGE ORDER INFORMATION:

Change Order Number: 005 Date: October 19, 2023

Ruston, LA 71273-0400

CONTRACTOR: (Name and address) Lincoln Builders of Ruston, Inc. P.O. Box 400

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- OCOP#30 Additional Pickleball Court Striping = \$1,723 / 0 days
- OCOP#31 Sprinkler Heads under Gym Mezzanine = \$4,692 / 0 days
- OCOP#32 Volleyball Sleeves = \$7,097 / 0 days
- OCOP#33 Solid Surface at Tickets = \$7,817 / 0 days
- OCOP#34 Urinal Screen Brackets = \$583 / 0 days
- OCOP#35 Circuit for HP-1B = \$3,979 / 0 days
- Sidewalk to the Ike = 23,607 / 0 days

| The original Guaranteed Maximum Price was | \$ | 23,461,741.00 |
|--|------|---------------|
| The net change by previously authorized Change Orders | \$ | 361,755.00 |
| The Guaranteed Maximum Price prior to this Change Order was | \$ | 23,823,496.00 |
| The Guaranteed Maximum Price will be increased by this Change Order in the amount of | \$ | 49,707.00 |
| The new Guaranteed Maximum Price including this Change Order will be | \$ _ | 23,873,203.00 |
| | | |

The Contract Time will be unchanged by zero (0) days. The new date of Substantial Completion will be January 10, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| Tim M. Brandon, Architect, APC | Lincoln Builders of Ruston, Inc. | City of West Monroe |
|--------------------------------|----------------------------------|---------------------------------|
| ARCHITECT (Firm name) | CONTRACTOR (Firm name) | OWNER (Firm name) |
| THE BULLE | With | |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Tim Brandon | West Bayne, Vice President | Staci Albritton Mitchell, Mayor |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| 11.1.70 | 10/19/23 | |
| DATE | DATE | DATE |

STATE OF LOUISIANA

CITY OF WEST MONROE

| ORDINANCE NO | MOTION BY: | | |
|--------------|--------------|--|--|
| | | | |
| | SECONDED BY: | | |

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.014676, FEDERAL AID PROJECT NO. H014676, DOWNTOWN IMPR (PH 1): BRIDGE ST-PINE ST OUACHITA PARISH; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT ENTITY/STATE AGREEMENT AND ALL RELATED DOCUMENTS; AND TO EXECUTE ANY ALL**FURTHER** DOCUMENTS, AUTHORIZATIONS OR COMMITMENTS, AND TO UNDERTAKE ANY AND ALL ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an Entity/State Agreement with the Louisiana Department of Transportation and Development regarding State Project No. H.014676, Federal Aid Project No. H014676, Downtown Impr (Ph 1): Bridge St-Pine St Ouachita Parish, a copy of which is attached as Exhibit "A", and that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that Entity/State Agreement on behalf of the City of West Monroe, Louisiana, and to further execute any and all documents either necessary or appropriate to reflect the approval by the City of West Monroe, Louisiana.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, including but not limited to any funding commitments required or requested, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, including the designation of Matthew Wilson, Finance Director, or such other persons as she shall determine appropriate, as the "Responsible Charge", and otherwise to fulfill the obligations of the City of West Monroe, Louisiana, as it relates to the award of funds for this project, or the provisions of the Entity/State Agreement approved above.

and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this

7th day of November, 2023, the final vote being as follows:

YEA:

NAY:

NOT VOTING:

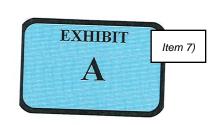
ABSENT:

APPROVED THIS 7TH DAY OF
NOVEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

STATE OF LOUISIANA

The above Ordinance was read and considered by sections at a public meeting of the Mayor



STATE OF LOUISIANA LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT STATE PROJECT NO. H.014676 FEDERAL AID PROJECT NO. H014676 DOWNTOWN IMPR (PH 1): BRIDGE ST-PINE ST OUACHITA PARISH

| THIS AGREEMENT, is made and executed in two originals on this day or | | | |
|--|--|--|--|
| , 20, by and | d between the Louisiana Department of | | |
| Transportation and Development, the | hrough its Secretary, hereinafter referred to as | | |
| "DOTD," and City of West Monroe, | a political subdivision of the State of Louisiana, | | |
| hereinafter referred to as "Entity". | | | |

WITNESSETH: That;

WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

Revised 10/22/2021

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 2 of 22

The foregoing recitals are hereby incorporated by reference into this agreement.

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to improve Trenton Street from Bridge Street to Pine Street by restriping the roadway, adding street lighting, rehabilitating the existing sidewalks, constructing new sidewalks, and upgrading crosswalks, in West Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: State Project No. H.014676 and Federal Project No. H014676. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 3 of 22

| Responsibility Table Roadway Control Section 000-37 | | | |
|--|--------|------|--|
| | Entity | DOTD | Comments |
| Roadway Owner | Yes | No | |
| Environmental Process | Yes | No | If PCE, DOTD may prepare the environmental document. |
| Pre-Construction Engineering | Yes | No | |
| Rights-of-Way | | | |
| Appraisal/Valuation Services | Yes | No | |
| Appraisal Review | Yes | No | |
| Acquisition/Relocation Services | Yes | No | |
| Other Right of Way Services | Yes | No | |
| Permits Necessary for Project | Yes | No | |
| Utility Agreements (Clearance/Relocation) | Yes | No | |
| Utility Permits | Yes | No | |
| Construction | Yes | No | |
| Construction Engineering Administration and Inspection | Yes | No | |
| Construction Engineering Testing | Yes | No | |
| Non-Infrastructure Enhancements | Yes | No | |

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 4 of 22

desires, and at its own cost subject to prior DOTD and/or federal approval.

| Funding Table ¹ Roadway Control Section 000-37 | | | |
|---|--------------------------------|------------------------------|--------------------------|
| Method of Payment | Disbursement | | |
| | Percentage Funded By Entity | Percentage Funded By DOTD | Comments |
| Environmental Process | 100% | 0% | |
| Pre-Construction Engineering | 100% | 0% | |
| Rights-of-Way | | | |
| Appraisal/Valuation Services | 100% | 0% | |
| Appraisal Review | 100% | 0% | |
| Acquisition/Relocation Services | 100% | 0% | |
| Other Right of Way Services | 100% | 0% | |
| Permits Necessary for Project | 100% | 0% | |
| Utility Agreements (Clearance/Relocation) ² | 100% | 0% | |
| Utility Permits | 100% | 0% | |
| Construction | 20% | 80% | 80% Federal, 0% State |
| Construction Engineering and Inspection | 100% | 0% | , |
| Construction Engineering Testing | 100% | 0% | |
| Non-Infrastructure Enhancements | 100% | 0% | |

Percentages are to be applied to the amount shown in the most current fully executed Memorandum of Estimated Project Costs.

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the

²Includes railroads

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Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

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All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred;

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specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's

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disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all

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related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website: (http://wwwsp.dotd.la.gov/Inside LaDOTD/Divisions/Administration/LPA/Pages/default_aspx).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is

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understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

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When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform

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the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

- 1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
- 2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
- 3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
- 4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity

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for use by project personnel.

- 5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
- 6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
- 7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
- 8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.

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- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding

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minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all

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books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

- 1. By mutual agreement and consent of the parties hereto.
- 2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
- 3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
- 4. By DOTD due to failure by the Entity to progress the Project forward or follow the

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specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

- 5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
- 6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 19 of 22

indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction-DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 20 of 22

to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction-Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal,

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 21 of 22

encroachments and/or uses for non-highway purposes.

ARTICLE XXII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE XXIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

Entity/State Agreement S.P. No. H.014676 F.A.P. No. H014676 Downtown Impr (PH 1): Bridge St-Pine St Ouachita Parish Page 22 of 22

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF WEST MONROE

| BY: |
|--|
| |
| |
| Typed or Printed Name |
| |
| Title |
| |
| Taxpayer Identification Number |
| |
| Unique Entity ID Number |
| 20.205 |
| Assistance Listing Number (ALN) |
| |
| |
| STATE OF LOUISIANA |
| DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT |
| |
| BY:Secretary |
| Becretary |
| RECOMMENDED FOR APPROVAL: |
| RECUIVINENDED FOR APPROVAL: |
| pv. |

F. M. Huey, P.E., P.L.S. P. C. Taylor, Jr., P.E. T. L. Rainbolt, P.E.



R. L. George, IV, P.E. D. R. Arrington, P.E. B. P. Anzalone, P.E.

LETTER OF RECOMMENDATION TO CITY OF WEST MONROE, LA.

Bid Date:

October 31, 2023

Project:

Flanagan Street Water Main Replacement Project

CWEF Funding: **\$32,250**

Dear Mayor Mitchell,

The following bid was received for the above referenced project.

| | Base Bid (Engineer's Estimate: \$238,000) | | | | | |
|-----|---|---------------|--|--|--|--|
| No. | No. Contractor Amount of Base Bid | | | | | |
| | Womack and Sons | | | | | |
| 1 | Construction Group, LLC | \$ 396,590.00 | | | | |

After evaluation of the only responsive and responsible bid received, I hereby recommend rejection of this bid for just cause as allowed for in LA Revised Statute 38:2214 and rebidding of this project when sufficient funds become available.

Should you have any questions regarding this recommendation, please contact me at 318-325-1791.

Respectfully, S. E. HUEY CO

Brad Anzalone, P.E.



BID TABULATION Flanagan Street Water Main Replacement Project Engineer: Brad Anzalone, P.E.

| NO | ITEM | QTY | y UNIT | Engineer's Estimate | | Womack and Sons Construction Group, LLC License No. 54928 | |
|-----|---|-------|---------|---------------------|-------------|---|----------------|
| NO. | II EW | 411 | J CHIII | PRICE | TOTAL PRICE | PRICE | TOTAL PRICE |
| 1 | 6" C900 Water Main (Open Cut) | 1,020 | LF | \$50.00 | \$51,000.00 | \$40.00 | \$40,800.00 |
| 2 | 6" C900 Water Main (Jack & Bore) | 420 | LF | \$60.00 | \$25,200.00 | \$66.00 | \$27,720.00 |
| 3 | 6" SDR11 HDPE Water Main (Directional Drill) | 400 | LF | \$75.00 | \$30,000.00 | \$36.00 | \$14,400.00 |
| 4 | 6" PE x PVC Connections | 12 | EA | \$750.00 | \$9,000.00 | \$1,300.00 | \$15,600.00 |
| 5 | 10" x 6" D.I. Tee w/ Acc. | 1 | EA | \$1,725.00 | \$1,725.00 | \$4,400.00 | \$4,400.00 |
| 6 | 6" x 8" D.I. Tee w/ Acc. | 1 | EA | \$1,250.00 | \$1,250.00 | \$4,200.00 | \$4,200.00 |
| 7 | 6" x 2" D.I. Tee w/ Acc. | 1 | EA | \$1,300.00 | \$1,300.00 | \$4,100.00 | \$4,100.00 |
| 8 | 6" D.I. Cross w/ Acc. | 2 | EA | \$2,000.00 | \$4,000.00 | \$2,600.00 | \$5,200.00 |
| 9 | 6" D.I. 45° EII w/ Acc. | 2 | EA | \$800.00 | \$1,600.00 | \$1,300.00 | \$2,600.00 |
| 10 | 8" Gate Valve w/ Pad & Box | 1 | EA | \$2,250.00 | \$2,250.00 | \$4,700.00 | \$4,700.00 |
| 11 | 6" Gate Valve w/ Pad & Box | 8 | EA | \$2,000.00 | \$16,000.00 | \$2,900.00 | \$23,200.00 |
| 12 | 2" Gate Valve w/ Pad & Box | 1 | EA | \$1,000.00 | \$1,000.00 | \$2,200.00 | \$2,200.00 |
| 13 | 10" x 6" Connection | 2 | EA | \$2,000.00 | \$4,000.00 | \$4,300.00 | \$8,600.00 |
| 14 | 8" x 6" Connection | 1 | EA | \$1,750.00 | \$1,750.00 | \$4,100.00 | \$4,100.00 |
| 15 | 6" x 6" Connection | 4 | EA | \$1,500.00 | \$6,000.00 | \$3,700.00 | \$14,800.00 |
| 16 | 6" x 2" Connection | 1 | EA | \$1,250.00 | \$1,250.00 | \$3,800.00 | \$3,800.00 |
| 17 | Existing Fire Hydrant Reconnect | 2 | EA | \$2,000.00 | \$4,000.00 | \$3,600.00 | \$7,200.00 |
| 18 | Reconnect Existing Water Meter (Long Side) | 4 | EA | \$1,250.00 | \$5,000.00 | \$2,500.00 | \$10,000.00 |
| 19 | Reconnect Existing Water Meter (Short Side) | 5 | EA | \$750.00 | \$3,750.00 | \$1,200.00 | \$6,000.00 |
| 20 | Saw Cut & Removal of Existing Asphalt | 40 | SY | \$50.00 | \$2,000.00 | \$220.00 | \$8,800.00 |
| 21 | Replacement of Existing Asphalt | 40 | SY | \$140.00 | \$5,600.00 | \$1,200.00 | \$48,000.00 |
| 22 | Saw Cut & Removal of Existing Concrete Pavement | 15 | SY | \$60.00 | \$900.00 | \$700.00 | \$10,500.00 |
| 23 | Replacement of Existing Concrete Pavement | 15 | SY | \$175.00 | \$2,625.00 | \$450.00 | \$6,750.00 |
| 24 | Saw Cut & Removal of Existing Concrete Drive | 10 | SY | \$60.00 | \$600.00 | \$620.00 | \$6,200.00 |
| 25 | Replacement of Exisiting Concrete Drive | 10 | SY | \$140.00 | \$1,400.00 | \$960.00 | \$9,600.00 |
| 26 | SB2 Crushed Stone | 65 | CY | \$100.00 | \$6,500.00 | \$250.00 | \$16,250.00 |
| 27 | Cap & Flowable Fill Exisiting 4" Water Main | 70 | LF. | \$40.00 | \$2,800.00 | \$111.00 | \$7,770.00 |
| 28 | Cap & Abandon 4" W.M (In-Place) | 1 | LS | \$1,000.00 | \$1,000.00 | \$3,600.00 | \$3,600.00 |
| 29 | Cap & Abandon 6" W.M. (In-Place) | 1 | LS | \$1,000.00 | \$1,000.00 | \$5,300.00 | \$5,300.00 |
| 30 | Temporary Traffic Control | 1 | LS | \$25,000.00 | \$25,000.00 | \$45,500.00 | \$45,500.00 |
| 31 | Dress & Seed Disturbed Areas | 1 | LS | \$3,500.00 | \$3,500.00 | \$7,600.00 | \$7,600.00 |
| 32 | Mobilization | 1 | LS | \$15,000.00 | \$15,000.00 | \$17,100.00 | \$17,100.00 |

Total ENGR: \$238,000.00 Total Base Bid: \$396,590.00

Brad Anzalone, P.E. La. License No. 38035

S.E. Huey Co.

Date

CHANGE ORDER

| | | | | | INO. | 1 | | |
|---|---|--|--------------------------------|---|----------------|-------------------------|--|--|
| PROJECT: N | Mane Street Cross Dra | in Repair | | DATE OF ISS | SUANCE: | October 31, 2023 | | |
| 2 | City of West Monroe 1305 North 7th Street West Monroe, LA 712 | 91 | | | | | | |
| CONTRACT | | | | OWNERS Pro | ject No. | N/A | | |
| 3893 Highway 167 Dubach, LA 71235 | | ENGINEER: Lazenby & Associates, Inc. 2000 North 7th Street West Monroe, LA 71291 | | | | | | |
| CONTRACT | FOR: Cross Drain F | Repair | | ENGINEER's | Project No. | 23E064.00 | | |
| Description: | Add construction item liscovery of an existing nange Order: Add add Schedule of It | to allow for the co | ontractor to i the existing | nstall flowable paved travel l | ane of Mane S | | | |
| C | HANGE IN CONTRA | CT PRICE | | CHANG | E IN CONTR | ACT TIME | | |
| Original Con | | | Origina | Original Contract Time: (days or date) | | | | |
| \$ | 558,499.62 | | | 30 days | | | | |
| Previous Cha | nge Orders No to | No | Net cha | ange from pre | vious Change | Orders: | | |
| \$ | 0.00 | | | None | | | | |
| Contract Pric | e prior to this Change | Order: | Contra | ct Time prior | to this Change | e Order: (days or date) | | |
| \$ | 558,499.62 | | | 30 days | | | | |
| Net Difference | ee of this Change Orde | er: | Net Inc | Net Increase of this Change Order: (days) | | | | |
| \$ | 51,050.00 | | | 0 days | | | | |
| Contract Pric | e with all approved C | hange Orders | Contra | Contract Time with all approved Change Orders | | | | |
| \$59,549.62 | | | | 30 days | | | | |
| | | | | | days or date | | | |
| RECOMMENDED APPROVED Lazenby & Associates, Inc. City of West Mo | | t Monroe | | APPROVED BGW Constr | uction, LLC | | | |
| BY: | NGINEER | BY: | OWNER | | BY: | CONTRACTOR | | |
| | ua D. Hays, P.E. | Staci Albr | itton Mitche | ll, Mayor | Jona | athan Williams | | |

Mane Street Cross Drain Repair Change Order No. 1 L&A, Inc. Project No. 23E064.00 October 31, 2023

| | | | | Estimated | Revised | Amount | Revised Item |
|----------|---|-------------|----------|-----------|----------|------------|--------------|
| Item No. | Item Description | Unit Price | Units | Quantity | Quantity | Over/Under | Total |
| 1 R | Removal of Structures and Obstructions | \$6,915.10 | Lump Sum | 100% | 100% | \$0.00 | \$6,915.10 |
| 2 E | Excavation and Embankment | \$15,000.00 | Lump Sum | 100% | 100% | \$0.00 | \$15,000.00 |
| 3 B | Bedding Material | \$333.33 | Cu. Yd. | 6 | 6 | \$0.00 | \$1,999.98 |
| 4 C | Cross Drain Pipe (72" Equiv. RCPA) | \$1,729.24 | Lin. Ft. | 8 | 8 | \$0.00 | \$13,833.92 |
| 5 F | Rip Rap | \$49.27 | Sq. Yd. | 206 | 206 | \$0.00 | \$10,149.62 |
| 6 A | Aggregate Surface Course (6" Thick) (Stone) | \$167.00 | Cu. Yd. | 3 | 3 | \$0.00 | \$501.00 |
| 7 T | emporary Signs & Barricades | \$2,100.00 | Lump Sum | 100% | 100% | \$0.00 | \$2,100.00 |
| 8 N | Mobilization | \$3,500.00 | Lump Sum | 100% | 100% | \$0.00 | \$3,500.00 |
| 9 F | Final Clean-up and Erosion Control | \$4,500.00 | Lump Sum | 100% | 100% | \$0.00 | \$4,500.00 |
| 10 Ir | nstall Flowable Fill at Void Under Pavement | \$1,050.00 | Lump Sum | 0% | 100% | \$1,050.00 | \$1,050.00 |

\$1,050.00 \$59,549.62

ORIGINAL CONTRACT AMOUNT: \$58,499.62
TOTAL OF PREVIOUS CHANGE ORDERS: \$0.00
NET DIFFERENCE THIS CHANGE ORDER: \$1,050.00

REVISED CONTRACT AMOUNT: \$59,549.62

CHANGE ORDER

| | | | No | o. <u> </u> | | |
|---|--|---|--|-------------------------------|--|--|
| PROJECT: Kiroli | Dog Park Improvements | DAT | E OF ISSUANCE: | October 18, 2023 | | |
| 2305 1 | f West Monroe North 7th Street Monroe, LA 71291 | | | | | |
| CONTRACTOR: | BGW Construction, LLC | OWN | NERS Project No. | N/A | | |
| | 3893 Highway 167 Dubach, LA 71235 | ENG | ENGINEER: Lazenby & Associates, Inc. 2000 North 7th Street West Monroe, LA 71291 | | | |
| CONTRACT FOR | : Dog Park Improvements | ENG | INEER's Project No. | 21E039.00 | | |
| Description: Add constr constr repair | o make the following changes in the construction item to allow for the cuction items to allow for the contrelection fencing located at Kiroli Park dan | ontractor to removactor to install a d naged by a fallen t | we additional trees with ouble swing 16 foot go tree prior to beginning | ate (2-8 ft gates) & | | |
| Purpose of Change | Order: Add additional tree remov | al item and Add g | gate & fence item. | | | |
| Attachments: | Schedule of Items with Revised | d Quantities and R | Levised Item Total. | | | |
| | GE IN CONTRACT PRICE | 0 : 1 0 | CHANGE IN CONT | | | |
| Original Contract l | Price: | Original Co | ntract Time: (days or | date) | | |
| \$106,2 | 286.02 | 30 da | nys | _ | | |
| Previous Change C | Orders No to No | Net change | from previous Change | e Orders: | | |
| \$0.00 | | None | 2 | | | |
| Contract Price price | or to this Change Order: | Contract Ti | me prior to this Chang | ge Order: (days or date) | | |
| \$106,2 | 286 02 | 30 da | ave | | | |
| Net Difference of t | | Net Increase of this Change Order: (days) | | | | |
| | - | | o or time on mage or we | (44) | | |
| \$6,850 | | | 0 days | | | |
| Contract Price with | n all approved Change Orders | Contract Ti | Contract Time with all approved Change Orders | | | |
| \$113,1 | 136.02 | 30 da | 30 days | | | |
| | | | days or date | | | |
| RECOMMENDED APPROVED Lazenby & Associates, Inc. City of West Mon | | st Monroe | APPROVED BGW Cons | truction, LLC | | |
| BY: | BY: | | BY: | | | |
| ENGINE | ER | owner ritton Mitchell, M | | CONTRACTOR nathan Williams | | |

Kiroli Dog Park Improvements Change Order No. 1 L&A, Inc. Project No. 21E039.00 October 18, 2023

| | | | | Estimated | Revised | Amount | Revised Item |
|----------|--|-------------|----------|-----------|----------|------------|--------------|
| Item No. | Item Description | Unit Price | Units | Quantity | Quantity | Over/Under | Total |
| 1 | Clearing & Grubbing | \$15,697.80 | Lump Sum | 100% | 100% | \$0.00 | \$15,697.80 |
| 2 | Retaining Walls | \$49.12 | Sq. Ft. | 1,673 | 1,673 | \$0.00 | \$82,177.76 |
| 3 | Hydro-Seeding | \$1.62 | Sq. Yd. | 1,867 | 1,867 | \$0.00 | \$3,024.54 |
| 4 | Removal of Water Feature | \$500.00 | Lump Sum | 100% | 100% | \$0.00 | \$500.00 |
| S-001 | Irrigation | \$4,885.92 | Lump Sum | 100% | 100% | \$0.00 | \$4,885.92 |
| S-002 | Additional Tree Removal (Three Additional Trees) | \$3,500.00 | Lump Sum | 0% | 100% | \$3,500.00 | \$3,500.00 |
| S-003 | Install Gate & Repair Fence | \$3,350.00 | Lump Sum | 0% | 100% | \$3,350.00 | \$3,350.00 |

\$6,850.00 \$113,136.02

ORIGINAL CONTRACT AMOUNT: \$106,286.02
TOTAL OF PREVIOUS CHANGE ORDERS: \$0.00
NET DIFFERENCE THIS CHANGE ORDER: \$6,850.00

REVISED CONTRACT AMOUNT: \$113,136.02

NOVEMBER 7, 2023 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 23E038.00

Kiroli Walk Trail Improvements - City Project No. C22002

- Proposal for surveying/engineering on meeting agenda
- Working with TBA Studio for architectural proposal for tennis/pickleball courts improvements & expansion
- L&A will begin topo surveying upon Notice to Proceed from the City

Sunshine Heights Drainage Improvements – City Project No. C22024

- T. Baker Smith's utility work is complete & we have removed pin flags from the project
- L&A Contract still under review with the State office

Kiroli Dog Park

- Substantially complete. Inspection was held October 12.
- Contractor to repair fence & install gate (included in C.O. No. 1 on meeting agenda)

Natchitoches Street Cross Drain Replacement

• Plans under design

Mane Street Cross Drain Repair

- Construction is substantially complete. Final inspection to be scheduled within a few days
- C.O. No. 1 on meeting agenda allows for installation of flowable fill within the void found underneath the pavement, Manse Street edge of travel lane.

North 3rd Street Improvements

• Plans under design

Class Street Cross Drain Replacement

- Project has been on hold for gas utility relocation. Atmos has notified our office that their line has been abandoned in place & the City's Contractor may proceed with drainage work.
- Womack & Sons plans to remobilize on November 13 & move back to the project. Tentatively work through December 13 to substantial completion.

Capital Outlay Requests Applications for Funding

• Eleven (11) Capital Outlay Applications along with supporting documentation were submitted to the State last week.

West/Monnoe

INFRASTRUCTURE PROJECT UPDATE

November 7, 2023

| UNDER CONSTRUCTION | | | | |
|---|---|-----------------------|--|--|
| Project | Description | Funding | Status | |
| Otis Street (Urban Systems) | Mill & Overlay, add bike/ped path. | Urban Systems (80/20) | Under construction. Sidewalks and concrete apron complete. Roadway construction underway. | |
| Natchitoches Street (Urban Systems) | Mill & Overlay, improve drainage, add bike lane. | Urban Systems (80/20) | Construction complete. Punchlist items remain. | |
| Highland Park Commercial Subdivision | Development of the east end of the golf course land to sell as commercial property. | DRA/City | Clear Lien received. Final punch list item to be completed when Otis Street Striping occurs. | |
| DRA: Cypress/Slack Sanitary Sewer Improvements | Replacement of sanitary sewer lines in the vicinity of Cypress Street. | DRA/City | Clear Lien recieved and final punch list items to be completed. | |
| North 7th Street (Hwy. 143) Restriping (5–Lane) | Restriping N. 7th from Cypress to Arkansas to add center turn lane for Highland Commercial Subdivision. | City | Project awarded to Highway Graphics. Notice to Proceed issued with work to begin on or before November 9th. | |
| New Kiroli Road Bridge (North) | Replacement of bridge on Kiroli Road with box culverts. | Capital Outlay | Bridge Open November 7th. Punch list. | |
| Constitution & Short Const. Dr. (Urban Systems) | Pulverize and rebuild road base and pavement. | Urban Systems (80/20) | Under construction. Waiting for DOTD cement verification. | |
| Industrial Park Drainage Improvements (EDA) | Drainage improvements including cross drains, piping, and ditches. | EDA/City | Under construction. Nearing completion of work on Brent Rd. and Exchange St. Currently installing 2nd crossdrain under Downing Pines Rd. | |

Project Classifications

| . reject classifications |
|---------------------------------|
| Transportation |
| Drainage |
| Water System |
| Sewer System |
| Quality-of-Life/Economic/Safety |

Prepared by Robert L. George, IV, P.E.



Item 12)

| IN DESIGN | | | | |
|--|--|---------------------------|--|--|
| Project | Description | Funding | Status | |
| Kiroli Sidewalk Project | Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary. | DOTD TAP (80/20) | Pursuing additional funding from DOTDTAP. | |
| Black Bayou Canal - 2016 Flood Damage Repairs | Repair concrete canal near Assembly and Wal Mart. | EDA/FEMA/ City | EDA awarding \$1.7 million. Awaiting agreement. | |
| Black Bayou Canal Improvements (HMGP) | Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20. | FEMA/City | Addressing FEMA comments. Awaiting additional HGA guidance. | |
| Highland School Area Sidewalks | Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school. | LaDOTD/City | 95% Final Plans submitted to DOTD. | |
| Mane Street Rehabilitation Phase 2 (Urban Systems) | Mill & Overlay Mane Street from Downing Pines Rd to Interchange. | Urban Systems (80/20) | DOTD preparing bid documents. Bid date: 1/10/24. | |
| New Drago Sanitary Sewer Lift Station | New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program. | WSP/LaFPC/ City | Plans are complete. Rate study assigned. Property acquisition and utility negotiations underway. | |
| New Austin Sanitary Sewer Lift Station | New sanitary sewer lift station to replace Austin LS. | EDA/City | Design and environmental phase. | |
| Arkansas Rd. Utility Relocation | Relocation of water and sewer lines ahead of street rehabilitation project. | City | Design phase. | |
| North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St) | Construction of 10' wide concrete path along the east side of North 7th Street. | FHWA Rec Trails Prog/City | Design 80%. Electrical design for lighting underway and Entergy coordination. | |
| McMillan Rd. Sidewalks (LaDOTD Safe Routes to Public Places Program) | New sidewalks along the south side of McMillan Road, from Hilton Street to the library. | LaDOTD/City | 60% preliminary plans submitted to LADOTD. | |
| Downtown - Trenton/Wood Sewer | Sewer line improvements. | City | LDH permit approved. | |
| Mid-City Drainage (Fed Approp/FEMA-PDM) | Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award) | FEMA/City | FEMA consultant performing Environmental Assessment. | |
| Trenton Corridor Bike/Ped and Utilities (Fed Approp/LaDOTD) | Bury utilities and construct bike/ped path along Trenton St, from Otis St to Bridge St. (\$5.0m Award) | FEMA/City | Waiting on LaDOTD agreement (ESA). | |
| 2023 DOTDTAP: N 6th Street Sidewalks | Construction of sidewalks along N 6th Street, from WMHS to Clayton Street. | LaDOTD/City | Received award letter (\$600,000). Awaiting LaDOTD agreement. | |
| Drago Sanitary Sewer Force Main (South 11th Street) | Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station. | LGAP/City | Design phase. LGAP agreement received. | |
| McMillan Rd. Lift Station Rehabilitation | Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station. | LGAP/City | Design phase. LGAP agreement received. | |
| Montgomery Ave. Lift Station and Force Main Improvements | Replacement of pumps at the Montgomery Lift Station, and installation of a new force main from the lift station to Mont/Reagan intersection. | City | Plans complete. LDH review. | |
| Phillips Street Water Main FY22-23 CWEF | Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street. | CWEF/City | Permits approved. Awaiting CWEF contract to solicit prices. | |
| Flanagan Street Water Main Replacement | Replacement of existing 4" W.M. along Flanagan with a 6" W.M. | CWEF/City | One bid received; over budget. Recommendation to rebid. | |

Project Classifications

| Project Classifications | |
|---------------------------------|--|
| Transportation | |
| Drainage | |
| Water System | |
| Sewer System | |
| Quality-of-Life/Economic/Safety | |

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