



Notice of:

BOARD OF ALDERMEN SPECIAL MEETING

Tuesday, December 3, 2024 at 5:30 PM

Council Chambers, City Hall, 2305 North 7th Street, West Monroe

AGENDA

Public Comments: 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 November 12, 2024 Special Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [2\)](#) **Ordinance** to authorize an application for an Assistance to Firefighter Grant (AFG) for a new pumper truck in the amount of \$225,000 (required City contribution of \$504,495).
- [3\)](#) **Ordinance** to amend the provisions of Part 8 of the Code of Ordinances to establish the Downtown Garbage Collection District.
- [4\)](#) **Ordinance** to authorize a Cooperative Endeavor Agreement with Flying Heart Brewing & Pub for use of a shared dumpster for use in the Downtown Garbage Collection District.
- [5\)](#) **Ordinance** to authorize a Cooperative Endeavor Agreement with Ouachita Green (continuation of existing CEA).

BUILDING AND DEVELOPMENT

- [6\)](#) **Ordinance** requesting a zone change from a B-3 (General Business) District to a R-1 (Single Family Residential) District for property located at 105 N Church Street (Parcel #39292) to be able to restore the former family home. Debbie W. Blue et al., applicants. Received a FAVORABLE recommendation from the West Monroe City Planning Commission.

LEGAL

- [7\)](#) **Ordinance** to authorize a Contract To Purchase and Sell for the sale of certain surplus immovable property to Warhawk Enterprises, LLC (affecting the ponds south of the Ike Hamilton Expo Center) for \$266,011.14. **Tabled at November 12, 2024 Special Meeting.**

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

- 8) Constitution Drive Improvements: Commercial Parkway to Short Constitution Drive - (DRA CIF) State Project #LA-7332, City Project #000311

Ordinance to authorize execution of a contract with Lazenby & Associates, Inc. for engineering services.

- 9) Constitution Drive Improvements: Commercial Parkway to Short Constitution Drive - (DRA CIF) State Project #LA-7332, City Project #000311

Ordinance to authorize execution of a contract with Terracon for geotechnical engineering services.

- 10) Cotton Street Utility, Water, & Sewer Improvements: Pine Street to Wood Street - (DRA SEDAP) State Project #LA-7333, City Project #000312

Ordinance to authorize execution of a contract with Lazenby & Associates, Inc. for engineering services.

- 11) Cotton Street Improvements: Bridge Street to Wood Street - (Capital Outlay), City Project #000331

Ordinance to authorize execution of a contract with Lazenby & Associates, Inc. for engineering services.

- 12) Class Street Sewer Lift Station - City Project #000313

Ordinance to review submitted bids and engineer's recommendations, and if project is awarded, Ordinance to accept awarded bid, and to authorize execution of a contract for project construction with the low bidder (Ouachita Electrical Contractors, LLC; \$38,749.50)

- 13) New Drago Street Sanitary Sewer Lift Station - City Project #000180

Review submitted bids and engineer's recommendations, and if project is awarded, approve **ordinance** to accept that bid, and to authorize execution of a contract for project construction with that bidder (Don M. Barron Contractor, Inc. - \$5,601,381.00).

- 14) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

To view a live broadcast of this meeting, go to: <https://www.youtube.com/@CityofWestMonroe/live>

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

**BOARD OF ALDERMEN SPECIAL MEETING****Tuesday, November 12, 2024 at 6:00 PM****Council Chambers, City Hall, 2305 North 7th Street, West Monroe**

MINUTES**NOTICE/MINUTES****Call to order/Verification of Attendance****PRESENT**

Mayor Staci Mitchell

Polk Brian

Morgan Buxton

Thom Hamilton

Rodney Welch

Ben Westerburg

The meeting was opened by a prayer by Troop Master Darren Peterson. The Pledge of Allegiance was led by Boy Scout Troup #27.

Motion to Approve Minutes

Motion to approve the minutes of the October 15, 2024 Regular City Council Meeting.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Recognitions/Presentations

City of West Monroe Employees were recognized for years of service.

ADMINISTRATION/FINANCE

ADD TO AGENDA: Ordinance to declare certain property as surplus (artwork formerly displayed at West Monroe City Hall), and to be sold by public internet auction, and to authorize Mayor to determine whether it is beneficial to the City to instead sell some or all through La R.S. 33:4712F.

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance No. 5406: Ordinance to authorize the City of West Monroe, Louisiana to sell certain described tangible non-consumable movable property which is no longer needed for any public purpose by the City of West Monroe, Louisiana, through internet computer auction pursuant to R.S. 33.4711.1; the City of West Monroe, Louisiana reserving the right to reject any and all bids and/or remove all or any portion of that movable property from the sale, if appropriate; and, if determined to be in the best interest of the city, to instead sell some or all of the items pursuant to R.S. 33:4712f; and to otherwise provide with respect thereto.

Motion made by Buxton, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance No. 5407: Ordinance to accept a FY 2024-2025 Historical Preservation Fund grant award from the Louisiana Division of Historic Preservation for the Project "Feasibility Study to

Support the Revitalization of the Historic Methodist Church in Downtown West Monroe” (\$12,766.00).

Motion made by Welch, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance No. 5408: Ordinance to Authorize an Agreement for Professional Services with CHM, LLC DBA Atlas Community Studios for the preparation of the study for the Project “Feasibility Study to Support the Revitalization of the Historic Methodist Church in Downtown West Monroe”.

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance No. 5409: Ordinance to authorize an Agreement for Professional Services with Retail Strategies, LLC to provide certain professional consulting services regarding retail recruitment and related activities.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance No. 5410: Ordinance to authorize application for a grant from the Louisiana Office of Tourism (\$10,000 to promote Kiroli Park).

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Resolution No. 852: Resolution to approve the appointment of the City Clerk.

Motion made by Welch, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Resolution No. 853: Resolution ordering and calling a special election to be held in the City of West Monroe, State of Louisiana, to authorize the levy of a special tax therein, making application to the State Bond Commission, and providing for other matters in connection therewith.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

BUILDING AND DEVELOPMENT

APPEAL to City Council from a final decision of the West Monroe Planning Commission to DENY ZC-24-45000012 by Bailey Properties of N LA LLC. Requesting Zone Change from R-1 (Single Family Residential) District to B-1 (Transitional Business) District for property located at 1209 Tulane Ave (Parcel #41482) to build a multi-family development per West Monroe Code of Ordinances Sec. 12: 5014.

Motion made by Brian, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ADD TO AGENDA:

Ordinance No. 5417: Ordinance to approve the two applications (PA-24-10000001 and SUB-24-55000002) presented to the West Monroe Planning Commission but were not heard due to the deny of the ZC-24-45000012.

Motion made by Brian, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

APPROVE application PA-24-10000001 by Bailey Properties of N LA LLC for property owned by Bailey Properties of N LA LLC located at 1209 Tulane Ave (Parcel #41482) and 1211 Tulane Ave

(Parcel #133446). Requesting Planning Approval to allow dwelling, multi-family in a B-1 (Transitional Business) District per West Monroe Code of Ordinances Section 12-5014 (a)(2) and to approve application for subdivision SUB-24-55000002 by Bailey Properties of N LA LLC for property located at 1209 Tulane Ave (Parcel #41482) and 1211 Tulane Ave (Parcel #133446). Requesting Subdivision Review for Bailey Properties Resub Division per West Monroe Code of Ordinances Section 12-2001.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

APPEAL to City Council from a final decision of the West Monroe Planning Commission to APPROVE the tract located on Copley St (assessor #118514) as a Planned Building Group with preliminary approval to proceed with a subdivision consisting of 3 separate lots, each with 6,600 sq ft (compare to 7,200 sq ft minimum otherwise required), all to be developed as single family residential properties. Owners/applicants are Sharon D. Russ and Joseph Russ.

Public comments were heard.

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

LEGAL

Ordinance No. 5398: Ordinance to declare a certain alleyway as surplus, and to sell to Michael Thomas Mayo (an adjoining landowner).

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Ordinance No. 5411: Ordinance to authorize the purchase of certain immovable property from GRIVT, LLC (property to be used for Black Bayou wetlands detention, and for the construction of the New Drago Street Lift Station inflow pipeline).

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

TABLED: Ordinance to authorize a Contract To Purchase and Sell for the sale of certain surplus immovable property to Warhawk Enterprises, LLC (affecting the ponds south of the Ike Hamilton Expo Center for \$270,000.00. Tabled until December 3, 2024 Regular Council Meeting.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ENGINEERING/CONSTRUCTION PROJECTS

Cypress Detention South - City Project 000209

Ordinance No. 5412: Ordinance to authorize execution of an agreement for professional services with Hunt, Guillot & Associates to provide grant administration and related services.

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Exchange Street Drainage Improvements - City Project #000329

Ordinance No. 5413: Ordinance to authorize execution of a contract with S. E. Huey Co. for engineering services.

Motion made by Hamilton, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Downtown Utilities Hardening & Improvements – City Project #000330

Ordinance No. 5414: Ordinance to authorize a Professional Services Contract with Lazenby & Associates - Topographic Surveying & Preliminary Civil Engineering (\$94,352.00).

Motion made by Buxton, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ADD TO AGENDA: Downtown Utilities Hardening & Improvements – City Project #000330

Ordinance to authorize execution of a Professional Services Contract with T. Baker Smith, LLC.

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Downtown Utilities Hardening & Improvements – City Project #000330

Ordinance No. 5415: Ordinance to authorize execution of a Professional Services Contract with T. Baker Smith, LLC – Subsurface Utility Exploration (\$55,648.00).

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ADD TO AGENDA: Downtown Utilities Hardening & Improvements – City Project #000330

Ordinance to authorize execution of a Professional Services Contract with ADG Engineering.

Motion made by Welch, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Downtown Utilities Hardening & Improvements – City Project #000330

Ordinance No. 5416: Ordinance to authorize execution of a Professional Services Contract with ADG Engineering - Preliminary Electrical Engineering Services (\$100,000.00).

Motion made by Welch, Seconded by Westerburg.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Mane Street Rehabilitation - Phase 2 (Urban Systems) - State Project #H.013392; City Project #000143

Authorize Change Order No. 2 (+ \$27,520.13; + 0 days) with Diamond B Construction Company, LLC.

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Mane Street Rehabilitation - Phase 2 - (Urban Systems) State Project #H.013392; City Project #000143

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

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Montgomery Avenue Lift Station Renovation & Force Main - City Project #CP0083

Authorize Certificate of Substantial Completion with McLemore Service Contractors, LLC.

Motion made by Buxton, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Highland Elementary School Area Sidewalk Project - State Project #H.015216, City Project #000134

Authorize Change Order No. 1 (+ \$9,906.39; + 3 days) with Amethyst Construction, Inc.

Motion made by Buxton, Seconded by Hamilton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

New Drago St Sanitary Sewer Lift Station – City Project #000180

Approve the "Mutual Written Consent to Extend The Deadline For Award" with Don M. Barron Contractor, Inc., as lowest responsible and responsive bidder.

Motion made by Buxton, Seconded by Brian.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

Public comments were heard.

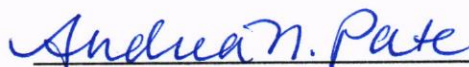
ADJOURN

Motion made by Hamilton, Seconded by Buxton.

Voting Yea: Brian, Buxton, Hamilton, Welch, Westerburg

ATTEST:

APPROVED:



ANDREA PATE
CITY CLERK



STACI ALBRITTON MITCHELL
MAYOR

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

ORDINANCE TO AUTHORIZE THE SUBMISSION OF AN APPLICATION BY THE CITY OF WEST MONROE, LOUISIANA, FOR AN ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FROM FEMA FOR THE PURCHASE OF A NEW RESCUE PUMPER FIRE TRUCK TO REPLACE AN OUTDATED VEHICLE, INCLUDING A COMMITMENT FOR THAT PORTION OF THE COSTS TO BE FUNDED BY THE CITY OF WEST MONROE; AND, IF AWARDED, TO ENTER INTO A GRANT CONTRACT AND TO EXECUTE ANY AND ALL FURTHER DOCUMENTATION EITHER NECESSARY OR APPROPRIATE TO ACCEPT THAT GRANT, AND THEREAFTER TO PROCEED WITH THAT PURCHASE; 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 special and legal session convened, that the City is hereby authorized to submit an application for an Assistance To Firefighters Grant (AFG) from FEMA for the purchase of a new rescue pumper fire truck to replace an outdated vehicle, estimating the total cost as \$729,495.00, with the requested grant amount being \$225,000.00 (30.8%) and committing to a contribution by the City of \$504,495.00 (69.2%); and with that rescue pumper fire truck to be acquired meeting all standards and complying with all provisions required in order to comply with the provisions of the AFG grant program.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in special and legal session convened, that if the grant is awarded, Staci Albritton Mitchell, as the Mayor of the City of West Monroe, Louisiana, is hereby further authorized to then enter into the Grant Contract with FEMA for the funding, together with executing any and all further documentation either necessary or appropriate to accept that grant, including any further commitment for that portion of the project costs to be funded by the City of West Monroe, and thereafter to proceed with that project, all according to the terms, conditions and provisions required of the formal grant agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, passes and adopted this 3rd day of December, 2024, the final vote being as follows:

YEA: _____
NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

Assistance to Firefighters Grant (AFG)

Deadline: 12/20/2024 at 5 PM ET

Anticipated Funding Selection Date: No later than April 30, 2025

Period of Performance: 24 months

AFG Proposal

West Monroe Funding Request*

Federal	225,000.00	30.8%
Applicant	504,495.00	69.2%
Total Project Cost	729,495.00	100%

**Based on E-One Pumper Quote*

Cost Sharing Requirements: Equal to not less than 15% of the federal funds awarded

Estimated Number of Awards: 2000

Anticipated Funding Amount: \$291,600,000

Estimated amount per award: Approximately 145,800

Project Description

The West Monroe Fire Department seeks funding to purchase a new E-One rescue pumper to replace an outdated truck. The federal grant request for this project amounts to \$225,000, which will be supplemented by a cash contribution from the City of West Monroe totaling \$504,495. This brings the project's overall budget to \$729,495. This combined effort will enhance our emergency response capabilities and ensure the safety of our community.

**Grant Program Summary:**

The FY 2024 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own requirements. These requirements are outlined in [AFG NOFO](#) (starting on pg. 60)

Vehicle Acquisition (pg. 79 in NOFO)

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Compliance with Standards

- Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: [Traffic Incident Management Systems](#)
- New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory

**IMPORTANT**

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Audits: Non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or 52 program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds.

Merit Review Criteria:

There are six narratives that must be addressed in the application:

- Critical Infrastructure;
- Financial Need;
- Organization/Community Description;
- Project Description;
- Cost/Benefit; and
- Statement of Effect

Of these sections, Financial Need, Project Description, Cost/Benefit, and Statement of Effect are scored at Peer Review Panel. Each of the four sections represents 25% of the peer review panel score, which is averaged with the electronic pre-score to establish the final score.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

ORDINANCE TO MODIFY AND RESTRUCTURE “CHAPTER 1 SANITARY CODE AND REFUGE COLLECTION” OF “PART 8 HEALTH AND SANITATION” OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, AMENDING AND REENACTING “ARTICLE A. SANITARY CODE”, CONSISTING OF SEC. 8-1001 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA; AMENDING AND REENACTING THE PROVISIONS OF “ARTICLE B. - GARBAGE AND TRASH PROVISIONS OF GENERAL APPLICABILITY”, CONSISTING OF SEC. 8-1011 TO 8-1019 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA ; AND TO ENACT “ARTICLE C. PROVISIONS APPLICABLE ONLY TO THE DOWNTOWN GARBAGE COLLECTION DISTRICT” CONSISTING OF SEC. 8-1025 TO SEC. 8-1030 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, ALL SO AS TO ESTABLISH THE DOWNTOWN GARBAGE COLLECTION DISTRICT, INCLUDING THE ESTABLISHMENT OF ITS BOUNDARIES, APPLICABLE DEFINITIONS, THE APPLICABILITY AND AMOUNT OF THE MONTHLY DOWNTOWN GARBAGE COLLECTION FEE, THE EXCLUSIONS FROM THE APPLICABILITY OF THE DOWNTOWN GARBAGE COLLECTION DISTRICT AND RELATED MISCELLANEOUS PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; TO DECLARE THE PROVISIONS OF THIS ORDINANCE SEVERABLE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that “ARTICLE A. SANITARY CODE”, consisting of Sec. 8-1001 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended and re-enacted, to provide as follows:

“ARTICLE A. SANITARY CODE

Sec. 8-1001. Adoption.

The city hereby adopts, and incorporates in this section by reference, the sanitary code of the state as prepared and promulgated by the state health officer in accordance with R.S. 40:3 et seq., insofar as the same is applicable to the city, and is more stringent than the provisions of this Code.

Secs. 8-1002—8-1010. Reserved.”

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that “ARTICLE B. - GARBAGE AND TRASH PROVISIONS OF GENERAL APPLICABILITY”, consisting of Sec. 8-1011 to 8-1019 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended and re-enacted, so as to hereafter provide as follows:

**“ARTICLE B. GARBAGE AND TRASH PROVISIONS OF
GENERAL APPLICABILITY**

Sec. 8-1011. Definitions.

For the purpose of this article the following definitions shall apply:

Garbage: All solid kitchen refuse subject to decay or putrefaction, tin cans, bottles, paper, cardboard boxes, usual household containers (consumer-sized), putrescible vegetable matter, animal offal, animal carcasses, animal and vegetable waste matter from animal quarters and all market waste of animal or vegetable matter which was intended to be used as food. It includes all putrescible waste matter except sewage and industrial byproducts.

Prohibited items: Sewerage, industrial by-products, appliances (including, but not limited to, those utilizing Freon), batteries, chemicals, concrete and cinder blocks and bricks, construction and remodeling materials (including, but not limited to, lumber and plaster), explosives (including, but not limited to, rifle and pistol bullets, shotgun shells, and any other item containing gun powder or explosive material), furniture, pieces of glass exceeding six (6) inches in length or width (and which shall be itself safely contained), red garbage bags, tree trunks and/or limbs weighing more than thirty (30) pounds or more than sixty (60) inches in length (and any tree trunks and/or limbs of any size cut by any commercial service or arising from any commercial enterprise), roofing or shingles, metal items (other than ordinary household food containers), oil or other petroleum products, paint or paint cans, tires, furniture, or earth/dirt/soil.

Trash: Any horticultural products other than garbage or putrescible material. It shall include but not be limited to cuttings of grass and weeds, fallen leaves, branches, ashes, vines, cardboard boxes and containers, shrubbery trimmings and similar debris or other like materials not included under the definition of "garbage."

Additional prohibited items: Subject to review by the mayor, the department of public works shall have the authority to further define and determine allowable garbage and/or trash items, or to further prohibit and/or exclude certain types, kinds and/or sizes or quantities of items from being placed with garbage or trash, or to define the manner of its disposition, such as requiring certain types of items be individually bagged or otherwise secured (which shall be considered as prohibited items for all purposes of this article), including the ability to determine that certain items are not to be collected by the city or will only be collected for an additional charge for such collection if collection by the city is desired by the owner.

Owner: Use of the term "owner" shall include an owner, lessee, tenant, other occupant, or their agents, invitees or permittees. Any financial responsibility established in this article shall be borne by the person or entity in whose name the trash and/or garbage account is listed. If no account is established, any owner, lessee, tenant or other occupant of the parcel shall all be solidarity liable.

Dumpster: For purposes of this chapter, a dumpster shall be defined as a container for garbage or trash with a capacity of 2 cubic yards or greater. All dumpsters utilized within the city shall be solid-weld metal body containers.

Sec. 8-1012. Accumulation; collection.

(a) (i) *Except for commercial establishments, including apartments and condominiums, which have contracted with a private garbage or trash disposal company to provide a dumpster, every owner of any public, commercial or private property or premise, including residential property, shall place all garbage in containers supplied by the city.*

(ii) *Garbage and trash containers shall not be filled with dishwater or other liquid or semi-liquid kitchen wastes which are properly disposable down sanitary drains. The containers shall be kept at all times in a sanitary condition with the outside*

thereof clean and free from accumulative grease and decomposing material. The lid or cover must be closed on garbage containers at all times when not being filled.

(iii) Individual garbage containers supplied by the city shall remain the property of the city and if damaged, destroyed or stolen through abuse, neglect or improper use of the owner shall be replaced by the city at the expense of the person or entity who is the responsible person on the account. Containers which are damaged in the course of normal and reasonable usage or which are damaged, destroyed or stolen through no abuse, neglect or improper use of the owner shall be repaired or replaced by the city at no charge. The container shall not be damaged, destroyed, defaced or removed from the premises by any person other than the city; markings and identification devices on the containers, except as placed or specifically permitted by the city, are expressly prohibited and shall be regarded as damage to the containers.

(b) Garbage and trash shall not be allowed to remain in any house or other building, cellar or other structure, or on any premises long enough to cause a health hazard or become a nuisance of any type or nature.

(c) Except for those in the Downtown Garbage Collection District, garbage for collection shall be placed in the supplied container(s) which are located a distance not to exceed one hundred fifty (150) feet from the street or dedicated alleyway which is utilized by the city as its usual route for garbage collection. All garbage must fit within the container with the lid closed. No garbage will be picked up by the city that is not properly contained within the garbage container. All garbage not placed within a container (whether supplied by the city or by a separate commercial establishment) may be subject to a separate charge, to be established from time-to-time by the mayor as an amount that will reimburse the city for the expense of being required to manually retrieve such items, such charge to be not less than five dollars (\$5.00) per pickup and not more than fifty dollars (\$50.00) per pickup. In addition, all garbage not contained securely within closed and sealed plastic bags or sealed cartons, neatly stacked, shall in addition be declared to be "litter" for all purposes of this Code, and the person or entity in whose name the account is held shall be subject to the fines and penalties otherwise provided by this Code in addition to the administrative fee provided for the retrieval of the items above.

(d) Except for those in the Downtown Garbage Collection District, all trash collected from residences such as pine straw or leaves, shall be separated from tree limbs or other bulky material, and stacked as near to the curbline as possible, and must be secured (bagged or other method, as appropriate) to insure it is not scattered by wind, animals, or other cause. All limbs, stumps and other bulky material must be stacked conveniently in such a manner that one person can handle and load it. No trash of any type may be placed in an open drainage ditch or otherwise placed in a manner to impede drainage at that or any other location.

(e) Earth, trees, wallpaper, roofing material, plaster, concrete, paint buckets, lumber, or other substances that may accumulate as a result of repairs to land or buildings or as a result of initial clearing of lots, or as a result of building operations, as well as any types of old discarded furniture, appliances, electronics, discarded toys, bicycles and wagons shall not be considered as trash and will not be picked up by the city, but the proper disposal thereof shall be the responsibility of the owner. However, upon approval by the mayor, the department of public works may establish a program to retrieve items not otherwise collectable by the city upon payment of a fee to be established and which is reasonably appropriate to offset the overall cost of that collection by city.

(f) No person shall throw or deposit or allow to fall upon any walkway, street, thoroughfare or private property any dead cats, dogs, chickens, rats or other animals, tainted meat, decayed or decaying fruits or vegetables, human or other excrement, or any garbage or trash of any nature and kind whatsoever.

(g) With regard to new construction and repairs to buildings, ditches must be kept open and free from trash and debris at all times and pipe laid in ditches before construction starts. Any ditches stopped up by a contractor or other person undertaking the construction or

repair shall be cleaned out by the city and billed to the property owner. If the bill is not paid within forty-eight (48) hours after the property owner is notified in writing, all services furnished by the city to the property owner will be discontinued and disconnected until so paid.

(h) All owners of any building, house, structure or grounds shall be held strictly responsible for the cleanliness of their premises and property and of alleys and neutral ground immediately adjacent thereto; and all business owners and managers of stores, restaurants, markets, stands or other commercial establishments shall be responsible for keeping the sidewalks in front of their business buildings or structures so occupied by them in a clean condition.

(i) It shall be unlawful for any person to sweep, blow or otherwise cause any grass clippings, paper, trash, dirt, garbage or other material to be placed into the streets, sidewalks, ditches, or the culverts, grates, drains or other components of the city's stormwater drainage system of the city, or in or on other public ways.

(j) Except as provided by section 4-2032, it shall be unlawful for any person to burn any paper, grass, leaves, limbs, trash, debris, garbage or other substance or material within the limits of the city.

Sec. 8-1013. Commercial accounts not located within the Downtown Garbage Collection District.

(a) Except for those located within the Downtown Garbage Collection District or commercial establishments which have contracted with a garbage or trash disposal company other than the city, any business or commercial pickup which generates an accumulation of garbage and/or trash between collections which exceeds the three (3) non-metal containers furnished by city will be required to utilize a dumpster or dumpsters provided by a private contractor who shall service the container(s). Each business must provide ample parking space whereby the loading truck can easily gain access to the dumpster or dumpsters. No business which generates more than the hereinabove stated amounts of garbage and/or trash will be served by the city, nor by a private contractor providing a dumpster or dumpsters.. Any public and/or private contractor who services a business without an approved dumpster or dumpsters shall be held in violation along with the business served.

(b) It shall be unlawful to place any metal or wood or other object, including, but not limited to, furniture, appliances or equipment that cannot be easily compressed or crushed by city equipment, into any container supplied by the city for disposal. In addition, if an improper item is placed into a container and damages the collection vehicle, the cost of repair or replacement shall be charged to the account holder for the premises unless established by the account holder that it was placed in the container by an unauthorized and unaffiliated person.

(c) City shall have the right to determine the number and type of containers to be utilized by a commercial account which is serviced by the city. City shall further have the right to decline to provide service to any commercial location based upon any cause city determines to be appropriate.

Sec. 8-1014. Equipment.

All vehicles used for the purpose of transporting garbage within the city must have a completely enclosed, packer type body, and be kept in a sanitary condition. All commercial containers used for the purpose of containing garbage must be of a solid-weld metal body, equipped with lids, with the lids kept closed. All items intended to be disposed of shall be kept and held within a container. All containers must be kept in a sanitary condition, and it shall be the responsibility of the owner of the container to see that this is done on a regular basis. Any container found to be leaking refuse will be repaired or replaced immediately by the responsible person.

Sec. 8-1015. Collection charges, other than for those located within the Downtown Garbage Collection District.

Except for those located within the Downtown Garbage and Trash District, the monthly

charge for garbage service for customers using containers furnished by the city shall be as follows:

(a) Residential accounts: Sixteen dollars and fifty cents (\$16.50) per month, with the container to be furnished by the city; if additional containers are needed for a residence, those containers will be supplied by the city, with additional collection charges at the rate of thirteen dollars and sixty cents (\$13.60) per month per additional container.

(b) Commercial accounts: Twenty dollars and ten cents (\$20.10) per month per container; if the need of the commercial premises exceeds three (3) containers, then the owner, lessee, or their agents or occupants must instead utilize a dumpster or dumpsters through an independent garbage collection service for their garbage service.

Sec. 8-1015.1. Payment of bills; late penalties.

The provisions of section 7-5001 shall govern the payment of bills and late penalties.

Sec. 8-1016. Unlawful use of the container of another.

(a) It shall be unlawful for any person to dispose of garbage or trash in any container which belongs to or has been provided to another, whether with or without the permission of that other person.

(b) The existence of garbage or trash in a container belonging to or provided to another shall, without more, give rise to the presumption that such garbage or trash was placed in such container with the knowledge and consent, or at the direction of the person to whom such garbage or trash previously belonged.

(c) Upon first conviction, the offender shall be fined not more than one hundred dollars (\$100.00). Upon a second or any subsequent conviction for a violation occurring within five (5) years of the first violation, the offender shall be fined not more than five hundred dollars (\$500.00).

Sec. 8-1017. Unlawful utilization and maintenance of containers.

(a) It shall be unlawful for any person to place any prohibited items in any garbage container or sanitation can provided by the city, or to place any prohibited items curbside for city trash pickup.

(b) It shall be unlawful for any person receiving garbage service from the city to fail to comply with the applicable provisions of this chapter, or with all rules and regulations from time-to-time established by the department of public works of the city.

Sec. 8-1018. Use and maintenance of containers other than for those located within the Downtown Garbage Collection District.

(a) Except for those located within the Downtown Garbage Collection District or those who are handicapped or are otherwise physically limited and who have notified and established such limitations to the department of public works, shall return the garbage container servicing their residence or business to its usual location within twenty-four (24) hours of the time the garbage has been emptied by the city. Any person who fails to do so shall be warned in writing of their failure and, upon their next failure to replace that container within the prescribed time limit, shall be subject to an administrative fee of ten dollars (\$10.00) for the cost of a city employee returning that container to its proper location, and a similar administrative fee for each time thereafter, until no such occasion shall occur within a period of twelve (12) months (at which time all such persons shall be entitled to be again notified prior to the fee being imposed).

(b) Except for those located within the Downtown Garbage Collection District, all persons, other than those who are handicapped or are otherwise physically limited and who have notified and established such limitations to the department of public works, shall maintain their garbage container in a reasonably clean and sanitary state, and free from accumulated food wastes or other residue that produces odors, attracts vermin, breeds insects, creates a nuisance or unsanitary conditions. Any person who continues to fail to do

so shall be warned in writing of their failure and, upon their next failure to clean such garbage container within three (3) days following such notice, shall be subject to an administrative fee of five dollars (\$5.00) for the cost of a city employee cleaning that container.

(c) Any administrative charge under subsections (c) and (d) above, or any charge for any garbage container which is damaged, destroyed or stolen through abuse, neglect or improper use of the owner, lessee, their agents or occupants shall be added to the utility bill of the premises serviced and shall thereafter be an indivisible part of that bill for all purposes thereafter.

Sec. 8-1019. Authorization for code enforcement officers.

The mayor is authorized to designate one or more code enforcement officers of the city to enforce the provisions of this Article B, including the ability to issue citations and to otherwise initiate action for civil and criminal violations of these provisions, and to utilize the abatement provisions of section 8-2001, et seq., as are applicable to this Chapter.

[Sections 8-1020 to 8-1024 reserved]

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that “ARTICLE C. PROVISIONS APPLICABLE ONLY TO THE DOWNTOWN GARBAGE COLLECTION DISTRICT”, consisting of Sec. 8-1025 to Sec. 8-1030 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby enacted, so as to hereafter provide as follows:

“ARTICLE C. PROVISIONS APPLICABLE ONLY TO THE DOWNTOWN GARBAGE COLLECTION DISTRICT

Sec. 8-1025. Applicability.

It is the obligation of each resident, each business and each owner of real property which are located within the Downtown Garbage Collection District to provide for garbage collection, and the provisions of this Article C. shall be applicable to each of those residents, those businesses and those owners of real property.

Sec. 8-1026. Boundaries of the Downtown Garbage Collection District.

The Downtown Garbage Collection District shall be defined as all properties located within that area bounded on the north by the south right-of-way line of Pine Street, bounded on the south by the railroad track, bounded on the west by a northerly projection of the east right-of-line of North 2nd Street, and bounded on the east by the Ouachita River.

Sec. 8-1027. Definitions

For purposes of this Chapter, the following definitions shall be applicable:

District shall mean the Downtown Garbage Collection District

Unit shall mean a single family residence unit such as an apartment or a condominium unit.

Business shall mean each activity for which an occupational license has been issued or is legally required to be issued in conjunction with its operations.

Fee shall mean the monthly Downtown Garbage Collection fee.

Sec. 8-1028. Applicability and amount of Fee.

(a) Except as expressly excluded in Sec. 8-1029, each metered water account serving

one location and serving no more than one Unit or serving no more than one Business shall incur a monthly Downtown Garbage Collection fee of \$10.00, which shall be added to the monthly water bill.

(b) If a metered water account serves more than one Unit or more than one Business, the monthly Downtown Garbage Collection fee shall instead be \$10.00 per each Unit and each Business served through that metered water account.

Sec. 8-1029. Exclusions. *This provisions of this Chapter do not apply:*

(a) to any Unit, any Business, or any property which has contracted for garbage collection with a private contractor for a dumpster or dumpsters; or

(b) to City owned and operated activities (governmental and/or recreational); or

(c) to an activity which consists primarily of maintaining an independent booth or or similar limited activity, even though operating under a separate Business Occupational License, which shall not be considered as a separate Business for the provisions of this Article.

Sec. 8-1030. Miscellaneous

(a) City shall also have the authority to require a Unit, a Business, or a property to obtain and utilize a privately contracted dumpster service due to the nature or volume of items being regularly disposed, or for any other reason the city determines appropriate

(b) Nothing in this Chapter shall prohibit the city from authorizing the use of temporary garbage and trash receptacles for special events.”

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that if any provisions, sections or subsections of this ordinance are held invalid for any cause or reason, such invalidity shall not affect the other provisions, sections, or subsections of this ordinance which can give effect without the invalid provisions, sections, or subsections, and to this end each of the provisions, sections, and subsections of this ordinance are hereby declared severable;

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that for cause determined to be in the best interests of the City of West Monroe and its citizens, this enactment shall be effective on amendment shall be effective January 1, 2025.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, passed and adopted the 3rd day of December 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANGELA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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 EXECUTION OF A COOPERATIVE ENDEAVOR AGREEMENT WITH FLYING HEART BREWING 2, LLC; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, the City has established the Downtown Garbage Collection District for the collection of garbage by the use of dumpsters located within the Downtown Garbage Collection District;

WHEREAS, Flying Heart Brewing 2, LLC (“Flying Heart”) is the operator of a business located on a parcel of property located in the Downtown Garbage Collection District upon which is located a dumpster that Flying Heart uses for the collection of garbage generated in the course and scope of business activities at the business known as “Flying Heart Brewing & Pub”.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, be and she is hereby authorized to enter into the Cooperative Endeavor Agreement with Flying Heart Brewing 2, LLC, with a copy of the proposed Cooperative Endeavor Agreement attached as Exhibit A.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to further negotiate and provide for such all terms and provisions and to take any and all further action or execute any further documents she deems either necessary or proper to effectuate the execution of that Cooperative Endeavor Agreement and fulfill the obligations of the City of West Monroe.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, this

3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT, is made and entered into by
and between:

FLYING HEART BREWING 2, LLC, a Louisiana limited liability company domiciled in Ouachita Parish, Louisiana, whose mailing address is 204 Commerce Street, West Monroe, Louisiana, 71291, herein represented by its duly authorized members (hereinafter referred to as "Flying Heart")

AND

CITY OF WEST MONROE, LOUISIANA, a Louisiana municipality domiciled in Ouachita Parish, Louisiana, herein represented by its duly authorized Mayor (hereinafter sometimes "City").

WITNESSETH:

ARTICLE I **Recitals**

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";
- 1.2 WHEREAS, the City has established the Downtown Garbage Collection District for the collection of garbage by the use of dumpsters located within the Downtown Garbage Collection District;
- 1.3 WHEREAS, Flying Heart is the operator of a business located on a parcel of property located in the Downtown Garbage Collection District upon which is located a dumpster that Flying Heart uses for the collection of garbage generated in the course and scope of business activities at the business known as "Flying Heart Brewing & Pub";

ARTICLE II **Agreement**

- 2.1 Flying Heart will allow the City to include the dumpster located on the Flying Heart premises as an available receptacle for the disposal of garbage generated by the members of the Downtown Garbage Collection District.
- 2.2 City will be responsible for the maintenance of the dumpster enclosure and the gravel drive located between the East line of Commerce Street to the dumpster enclosure.
- 2.3 City shall contract with a company to remove the garbage located in the dumpster at regular intervals to insure the timely and sanitary maintenance of the dumpster and its enclosure.
- 2.4 Flying Heart shall be responsible for one-half (1/2) of the monthly removal fee paid by the City, which shall be billed to Flying Heart monthly by the City.

ARTICLE III **Termination**

- 3.1 Either party may terminate this agreement with sixty (60) days written notice to the other party of their intention to terminate the agreement.
- 3.2 In the event that Flying Heart requests maintenance of the enclosure or the gravel drive and the City does not provide such maintenance within thirty (30) days of Flying Heart's written request for said maintenance, Flying Heart may terminate this agreement by

providing written notice to the City of its intent to terminate five (5) days after the delivery of said written notice.

Article IV
General Provisions

- 4.1 Any amendment, alteration, variation, or modification of the provisions of this agreement shall be valid only when it has been reduced to writing and executed by all parties.
- 4.2 It is hereby agreed that any auditor, legislative body, or administrative body which needs information related to this agreement or the provisions contained therein shall have the right to procure and review any invoices, records, and/or accounts related to this agreement, and each party agrees to maintain all records for a period of at least three years from the date of its origination.

DONE AND PASSED at my office in Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of December, 2024.

WITNESSES:

CITY OF WEST MONROE

PRINTED NAME: _____

By: _____
Staci Albritton Mitchell, Mayor

PRINTED NAME: _____

NOTARY PUBLIC

DONE AND PASSED at my office in _____ Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of December, 2024.

WITNESSES:

FLYING HEART BREWING 2, LLC

PRINTED NAME: _____

By: _____

PRINTED NAME: _____

By: _____

NOTARY PUBLIC

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE CITY OF WEST MONROE AND
OUACHITA GREEN**

This Cooperative Endeavor Agreement (the “Agreement”), is made, entered into and effective as of the 1st day of **February, 2025**, by and between the City of West Monroe (the “City”), a municipality existing under the laws of the State of Louisiana, and Ouachita Green, a nonprofit organization comprised of members of Keep Monroe, Keep West Monroe and Keep Ouachita Parish Beautiful (“Green”).

WITNESSETH:

WHEREAS, Article VII, Section 14c of the Constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.”,

WHEREAS, the City has a legal obligation and right to promote economic development and growth within the corporate limits of the city of West Monroe in Ouachita Parish, as well as, throughout Northeast Louisiana; and

WHEREAS, litter abatement, environmental education, and beautification are areas which have been identified by prospective developers as a critical need for effective economic development in West Monroe, LA; and

WHEREAS, the City of West Monroe is participating in a collaborative effort to address this critical need through regional cooperation with future developers, Keep Monroe, Keep West Monroe and Keep Ouachita Parish Beautiful which will help address this initiative, and previous collaborations have been very successful.

WHEREAS, it is the mission of Ouachita Green to promote and encourage litter control, beautification project, recycling, waste minimization and proper disposal of hazardous waste, assist with soliciting grants, enlist public and private support and developing ongoing programs focusing on changing personal attitudes; and

WHEREAS, The City of West Monroe as the regional commercial hub and population center for Northeast Louisiana supports this collaborative effort and as a leader has demonstrated its investment in the project with a designation of funds for the programs and missions stated herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and Green do hereby covenant and agree as follows:

1. Throughout the term of this cooperative endeavor agreement, Green will operate as a conduit with the other partners noted herein in reasonable accord with the underlying principles of this agreement;

2. GREEN shall use the funds provided by the City of West Monroe in the amount of \$25,000 per year, matching or in-kind funds from the other participants and such additional funds that will be raised to obtain the services of staff to coordinate the activities set forth herein

3. GREEN shall fully document the expenditure of the funds provided by the City of West Monroe. The requirement for documentation may be satisfied by an independent audit and unqualified opinion of the program by a licensed CPA and shall be submitted annually to the City of West Monroe.

4. The Term of this cooperative endeavor agreement shall be for three (3) years from the effective date of February 1, 2025 providing all documentation required herein is submitted and approved by the City of West Monroe prior to funding being released for each subsequent year.

5. Green shall provide quarterly reports to the City identifying the services obtained, the source and availability of matching funds, the programs in process and the training and support being provided with the funds used pursuant to this cooperative endeavor agreement.

IN WITNESS whereof, the parties have executed this Agreement as of the date first set forth above.

OUACHITA GREEN

BY: _____
Tim Mcilveene, President

THE CITY OF WEST MONROE

BY: _____
Staci Albritton Mitchell, Mayor

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO 105 CHURCH STREET, WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT “A”, PURSUANT TO THE APPLICATION OF DEBBIE W. BLUE, ET AL, SO AS TO RE-ZONE SAID PROPERTIES FROM AN B-3 (GENERAL BUSINESS) DISTRICT TO A R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, has adopted a Zoning Ordinance (Ordinance No. 1501, as amended) now codified as Section 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana; and,

WHEREAS, the West Monroe Municipal Planning Commission, acting as the municipal zoning commission for the City of West Monroe, Louisiana, has held a public hearing pursuant to written application and notice in accordance with law, and has made a recommendation to the Board of Aldermen of the City of West Monroe; and,

WHEREAS, the Mayor and Board of Aldermen of the City of West Monroe have held a public hearing and given public notice to the extent required by law;

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone 105 N. Church Street, West Monroe, Louisiana, as more particularly described on the attached Exhibit

"A", from a B-3 (General Business) District to a R-1 (Single Family Residential) District, pursuant to the application of Debbie W. Blue, et al.

SECTION 2. BE IT FURTHER ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that the City Engineer of the City of West Monroe, Louisiana, or any person in lieu thereof to be designated by the Mayor, is hereby authorized and directed to do and perform any and all things necessary to carry out the foregoing change, and particularly to note said change on the Zoning Map as herein re-enacted.

SECTION 3. BE IT FURTHER ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that this Ordinance and its provisions are to be construed to be severable in regards to any of its provisions, portions or parts, and that in the event any part or portion or provision of this Ordinance should be held invalid, then in such event, such invalidity shall not affect any other provisions, portions, or parts which can be given effect without the invalid provision, and this Ordinance hereby is declared severable.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, passed and adopted this 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

EXHIBIT "A"

MUNICIPAL ADDRESS: 105 CHURCH STREET
WEST MONROE, LOUISIANA

Lot 6 of Block 1 of Claiborne Addition to West Monroe, Louisiana as per plat of said addition made by B. Watkins Leigh, C.E. in April, 1910, said plat being of record in Plat Book 433, page 459, in the records of Ouachita Parish, Louisiana



Planning Commission

TO: Mayor Staci Albritton Mitchell
Alderman Morgan Buxton
Alderman James Polk Brian
Alderman Ben Westerburg
Alderman Thomas Hamilton
Alderman Rodney Welch
Doug Caldwell, City Attorney
Lydia Holland, City Attorney
Andrea Pate, City Clerk
Courtney Hornsby, Chief of Staff
City Engineer

FROM: Jonathan Kaufman, Building & Development Director
318-397-6720 or 318-397-6722

DATE: Enclosed please find the packet from the November 18, 2024
Planning Commission meeting, for your review:

Case for Review to be heard by City Council on 11-18-2024:

ZC-24-45000013 by Debbie W. Blue Et Al. Requesting Zone Change from B-3 (General Business) District to R-1 (Single Family Residential) District for property located at 105 N Church Street (Parcel #39292) to restore family home per West Monroe Code of Ordinances Sec. 12: 5014. Jonathan Kaufman explained that this property had been presented in Environmental Court as a dilapidated structure. Alfred Washington, 105 N Church St, explained the property had been their family for 45 years and they would like to restore it to its potential. He also said that they had a licensed contractor ready to start work pending the approval of the application. AJ Word asked if the property adjacent to 105 N Church Street, also owned by the Washington Family, would need to be zoned as well or would a 6ft privacy fence need to be built. The Commission concluded the zoning for the adjacent property will not need to be rezoned, and that a 6ft barrier would not be needed. Linda Sharp, 108 N Church Street, was concerned about if this would impact her property value in a negative way. The Commissioners assured her that her property would most likely increase in value. Brian Bendily motioned to approve this application. Judy Poole second. **This application has been sent with a FAVORABLE recommendation from the West Monroe City Planning Commission.** The West Monroe City Council will hear this case on December 3, 2024.

PLANNING COMMISSION MINUTES
Monday, November 18, 2024

MEMBERS PRESENT: Tom Malmay
Judy Poole
Brian Bendily
AJ Word

MEMBERS ABSENT: Melody Olson

OTHERS PRESENT: Jonathan Kaufman, Director, Building & Development
Jeremy Ratcliff, Deputy Director, Building & Development
Chessi Alexander, Building & Development
Doug Caldwell, West Monroe City Attorney
Lydia Holland Baugh, West Monroe City Attorney
David Fox, 212 Conella Street
Alfred Washington, 105 N Church Street
Debbie Washington, 105 N Church Street
Linda Sharp, 200 South 26
Deborah Wright, 108 Church Street

The Monday, November 18, 2024, Planning Commission Meeting was called to order by Brian Bendily. The Commission approved the minutes of the Monday, October 21, 2024, Planning Commission meeting.

The cases for review were:

PASE-24-15000004 by Carlos Escobar for property owned by Carlos Escobar & Julia Matias located at 212 Vine Street (Parcel #36491). Requesting Planning Approval / Special Exception for Class B Mobile Home (Year 2010/Size 16ftx80ft) in an R-1 (Single Family Residential) District per West Monroe Code of Ordinances Section 12-5012 (3). No one was present for this application. Brian Bendily motioned to Table this application. Judy Poole second. **The application has been TABLED and will be heard at the December 16, 2024 meeting.** This application will be heard at the November 25, 2024, Board of Adjustments Meeting.

ZC-24-45000013 by Debbie W. Blue Et Al. Requesting Zone Change from B-3 (General Business) District to R-1 (Single Family Residential) District for property located at 105 N Church Street (Parcel #39292) to restore family home per West Monroe Code of Ordinances Sec. 12: 5014. Jonathan Kaufman explained that this property had been presented in Environmental Court as a dilapidated structure. Alfred Washington, 105 N Church St, explained the property had been their family for 45 years and they would like to restore it to its potential. He also said that they had a licensed contractor ready to start work pending the approval of the application. AJ Word asked if the property adjacent to 105 N Church Street, also owned by the Washington Family, would need to be zoned as well or would a 6ft privacy fence need to be built. The Commission concluded the zoning for the adjacent property will not need to be rezoned, and that a 6ft barrier would not be needed. Linda Sharp, 108 N Church Street, was concerned about if this would impact her property value in a negative way. The Commissioners assured her that her property would most likely increase in value. Brian Bendily motioned to approve this application. Judy Poole second. **This application has been sent with a FAVORABLE recommendation from the West Monroe City Planning Commission.** The West Monroe City Council will hear this case on December 3, 2024.

In Other Business:

The Commission had an open discussion regarding the APPEAL of the following applications:

PBG/SUB-24-55000001 by Sharon D. Russ-Joseph Russ for property located on Copley Street (Parcel 118514). Requesting Planned Building Group / Subdivision Review for Highlander West (3 lots) .456 total acres in Sec44 T18N R3E per West Monroe Code of Ordinances Section 12-2001. An APPEAL was sent to the City Council and was heard by the City Council on November 12, 2024. **The City Council APPROVED this application.**

PLANNING COMMISSION MINUTES
Monday, November 18, 2024

Item 6)

ZC-24-45000012 by Bailey Properties of N LA LLC. Requesting Zone Change from R-1 (Single Family Residential) District to B-1 (Transitional Business) District for property located at 1209 Tulane Ave (Parcel #41482) to build a multi-family development per West Monroe Code of Ordinances Sec. 12: 5014. Jonathan Kaufman confirmed that sewer and water were available for this project. The main concern was that the zone change should be changed to a R-2 (Multi-family Residential) instead of a B-1. Gail Caldwell (1210 Tulane Ave.) & Trevor Land (1306 Ridge Ave.) both spoke. They both expressed concern about whether the duplexes would be low-income housing or not. Brian Bendily explained that they would not be. Both Gail Caldwell & Trevor Land thought it would be a great addition to the neighborhood. Brian Bendily stressed that more information would be needed in order to move forward. Judy Poole asked about a Drainage Impact Statement and a full set of plans. Kelvin Bailey did not have any other additional information for this project. Melody Olson motioned to deny. Judy Poole seconded. **This application was DENIED and will not be sent to The West Monroe City Council.** An APPEAL was sent to the City Council and was heard by the City Council on November 12, 2024. **The City Council APPROVED this application for a Zone Change from R-1 to B-1 with R-2 restrictions.**

PA-24-10000001 by Bailey Properties of N LA LLC for property owned by Bailey Properties of N LA LLC located at 1209 Tulane Ave (Parcel #41482) and 1211 Tulane Ave (Parcel #133446). Requesting Planning Approval to allow dwelling, multi-family in a B-1 (Transitional Business) District per West Monroe Code of Ordinances Section 12-5014 (a)(2). **This application was not heard due to the deny of the ZC-24-45000012 and will not be sent to The West Monroe City Council.** An APPEAL was sent to the City Council and was heard by the City Council on November 12, 2024. **The City Council APPROVED this application.**

SUB-24-55000002 by Bailey Properties of N LA LLC for property located at 1209 Tulane Ave (Parcel #41482) and 1211 Tulane Ave (Parcel #133446). Requesting Subdivision Review for Bailey Properties Resub Division per West Monroe Code of Ordinances Section 12-2001. The West Monroe City Council will hear this case on November 12, 2024. **This application was not heard due to the deny of the ZC-24-45000012 and will not be sent to The West Monroe City Council.** An APPEAL was sent to the City Council and was heard by the City Council on November 12, 2024. **The City Council APPROVED this application.**

As there was no further business, the meeting was adjourned.

ZC-24-45000013 by Debbie W. Blue Et Al. Requesting Zone Change from B-3 (General Business) District to R-1 (Single Family Residential) District for property located at 105 N Church Street (Parcel #39292) to restore family home per West Monroe Code of Ordinances Sec. 12: 5014. The West Monroe City Council will hear this case on December 3, 2024.

Location Map:

NOTE: Maps are printed from information provided from the Ouachita Parish Tax Assessor's Office information and its ONLY PURPOSE is to give the Commission a general idea of the location of the property. It is not intended for use as a legal description / boundary line / nor lot shape determination.



You are always welcome to visit our office to view additional documents in file, request additional information 318-397-6722, or to speak with Jonathan.

CITY OF WEST MONROE
OFFICE OF BUILDING & DEVELOPMENT: ZONING PROCESS APPLICATION
 2305 N 7th Street, West Monroe, LA 71291 318-396-2600 318-397-6722
 Jonathan Kaufman, Building & Development Director

CASE TITLE & NO.:

20-24-4500003

DATE RECEIVED: _____

Complete Items Indicated for the following:

<input type="checkbox"/>	Planning Approval	FEE	\$200	1,2,3,4,5,6,10,15,16
<input type="checkbox"/>	Planning Approval/Special Exception	FEE	\$300	1,2,3,4,5,6,10,11,15,16
<input type="checkbox"/>	Variance	FEE	\$200	1,2,3,4,5,6,11,15,16
<input type="checkbox"/>	Planning Approval - Parking Plan	FEE	\$200	1,2,3,4,5,6,7,10,15,16
<input type="checkbox"/>	Planned Building Group Approval	FEE	\$200/1 AC+\$10/ADDL ACRE	1,2,3,5,6,8,9,10,15,16
<input type="checkbox"/>	Planned Unit Development	FEE	\$200/1 AC+\$10/ADDL ACRE	1,2,3,4,6,8,9,10,15,16
<input checked="" type="checkbox"/>	Zoning Ordinance Amendment	FEE	\$300	1,2,3,10,12,13,14,15,16
<input checked="" type="checkbox"/>	Zoning Ordinance Map Amendment	FEE	\$300/1 AC+\$10/ADDL ACRE	1,2,3,10,12,13,14,15,16
<input type="checkbox"/>	Revocation	FEE	\$300	1,2,3,6,10,14,15,16
<input type="checkbox"/>	Subdivision Review (Preliminary, Final)	FEE	\$200/1 AC+\$10/ADDL ACRE	1,2,3,4,6,10,15,16
<input type="checkbox"/>	Annexation	FEE	\$-0	1,2,3,10,12,13,14,15,16
<input type="checkbox"/>	Dedication	FEE	\$-0	1,2,3,4,5,6,10,14,15,16

☒

1. Applicant's Name:

Debbie W. Blue et al

Phone:

318-346-2198

Mailing Address:

202 Davenport CR Monroe, LA 71202

EMAIL Address:

dd blue @ comcast.net

Interest in Application: _____

☒

2. Site: Municipal Address:

105 N CHURCH ST.

Location Legal Description if no municipal number: _____

MUST ATTACH COPY OF DEED OR MORTGAGE FOR LEGAL DESCRIPTION OF PROPERTY

Existing Zoning:

B-3

Proposed Zoning:

R-1

Tax R#:

39292

Existing Use: _____

☒

3. REQUEST (Be specific in description):

Zone Change from B-3 to R-1☐

4. Use by Planning Approval. Indicate any existing deed restrictions:

Previous Applications on File: _____

Approximate cost of work involved: _____

Plot Plan attached ☐Copies of Drainage plan attached ☐Floor Plan and elevation attached ☐Subdivision plat attached ☐☐

5. Names and mailing address of ADJACENT property owners.

ZONING OFFICE WILL SUPPLY☐

6. For Planning Approval & Parking Plans:

Number of Parking Spaces Required: _____

☐ Parking Layout attached

Number of Parking Spaces Provided: _____

☐

7. For Planning Approval: Plan of Combined Sharing of Parking Facilities

☐

8. For Planned Building Group or Planned Residential Development. Provide site plans which shall include:

☐ Land use of adjoining properties ☐ Public and private easements and rights-of-ways ☐ Location of existing structures on adjacent property ☐ Location, number of stories and gross floor area of proposed principal buildings and accessory structures ☐ Curb cuts ☐ Driveways ☐ Off-street parking area ☐ Off-street loading areas ☐ Walks ☐ Special purpose open areas ☐ Location and height of fences, walls and screen planting ☐ Types of paving or other surfaces.

☐

9. For Planned Residential Development:

☐ Location of proposed commercial facilities, if any, for sole use of residents of the proposed PRD (from B-1 and B-2 uses) ☐ Submit subdivision application concurrent with the application for PRD if required for proposed development.

☒

10. PLANNING COMMISSION HEARING DATE:

Nov 18, 20 24

TIME: 5:00 P.M.

☐

11. BOARD OF ADJUSTMENTS HEARING DATE:

_____, 20____

TIME: 5:00 P.M.

- X 12. For Zoning Ordinance or Ordinance Map Amendments (Zone Changes), if the proposed use would require an amendment to the Zoning Ordinance or Map Indicate reasons for amendment; this ordinance including the Zoning Map is based on comprehensive planning studies and is intended to carry out the objectives of a sound, stable and desirable development. It is recognized that casual change or amendment to the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:
- A. Error; there is a manifest error in the ordinance;
 - B. Change in conditions; changed or changing conditions in a particular area or in the metropolitan area generally make a change in the ordinance necessary and desirable.
 - C. Increase in need for sites for business or industry; increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to rezone an area or to extend the boundaries of an existing district;
 - D. Subdivision of land; the subdivision or imminent subdivision of open land into urban building sites makes reclassification necessary and desirable.

ALL PROPERTY OWNERS WITHIN 300 FEET IN ALL DIRECTIONS (NORTH, SOUTH, EAST & WEST) FROM THE PROPOSED CHANGE WILL BE NOTIFIED OF THIS APPLICATION.

Indicate name and address of every person, firm or corporation represented by the applicant.

Signatures of Owners of entire land area included within proposed map amendment and Signatures of Owners of all existing structures within proposed map amendment are required.

List All encumbrances of the land structures.

- X 13. **PLAT:** If the proposed amendment would require a change in the Zoning Map, a plat showing the land area which would be affected, the present zoning classification of the area, the land area of all abutting districts and the present zoning classification thereof, public rights-of-ways and easements bounding and intersecting the designated area and the abutting districts, the locations of all existing and proposed structures with supporting open facilities, and the specific ground area to be provided and continuously maintained for the proposed structure or structures.
DEVELOPMENT SCHEDULE: The time schedule for the beginning and completing of development planned; if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage.
MARKET INFORMATION: If the proposed amendment would require a change in the Zoning Map by rezoning an area from an existing Residential District to a free-standing Business District, would require more than double the area of an existing business district entirely surrounded by residential districts, or would enlarge the area of a written description of the market area to be served by the development, the population thereof, the effective demand for the proposed facilities and any other information describing the relationship of the proposed development to the needs of the applicable area.
PUBLIC NEED: The change or changing conditions in the applicable area, or in metropolitan area generally, that make the proposed amendment necessary and desirable for the promotion of the public health, safety or general welfare.
EFFECT OF AMENDMENT: A report giving the nature, description and effect of the proposed amendment; if the proposed amendment would require a change in the zoning map, a description of the probable effect on the surrounding land use and properties.
ERROR: The error (if error be alleged) in this ordinance that would be corrected by the proposed amendment.

- X 14. **CITY COUNCIL PUBLIC HEARING DATE:** Dec. 3, 2024
TIME: 6:00 P.M.

- X 15. **Signature of Applicant:** Debbie W. Blue Debbie W. Blue
PRINT NAME SIGNATURE

Signature of Property Owner: Debbie W. Blue Debbie W. Blue
PRINT NAME SIGNATURE

- X 16. **REQUIRED FEE:** \$300.00 (MUST BE PAID PRIOR TO PROCESSING OF THIS APPLICATION)

DEADLINE DATE FOR SUBMITTING THIS APPLICATION:

NOON ON THURSDAY, October 24, 2024

**A COMPLETE WRITTEN DESCRIPTION
OF YOUR REQUEST AND A DETAILED SITE PLAN
MUST BE ATTACHED TO APPLICATION AT TIME OF
SUBMITTAL TO ZONING DEPT.**

NOTE: Applicant, Owner and/or Representative is **REQUIRED** to attend the meeting to answer questions regarding this application.

October 22, 2024

City of West Monroe
Office of Building and Development
West Monroe, LA. 71292

Dear Zoning Board,

Please accept this letter as a request to rezone the property 105 N. Church Street. This property was the home of our parents Booker and Eva Washington. The property is located Lot 6 of Block 1 of Claiborne Addition to West Monroe, Louisiana as per plat of said addition made by B. Watkins Leigh, C. E., in April, 1910, said plat being of record in Plat Book 433, page 459, in the Records of Ouachita Parish, Louisiana. My brothers and I wish to restore the house to its original intent, a single-family resident. This property has been our family home all of our lives and we would love to revive it. The property remained vacant for a number of years after the death of our sister, Leneva Washington Madison, and we did not realize the severity of its decay. For family legacy and sentimental reasons, after conversations with code enforcement, we decided to restore the property. After we entered into contract to accomplish this, we were informed the property had been rezoned commercial. We are requesting the property be zoned residential and we be permitted to continue our plans to restore the house at 105 N. Church. This has traditionally been a residential neighborhood and I believe the surrounding properties are currently residential.

Should additional information be needed, I may be contacted at ddbblue@comcast.net or (318)366-2198. Thank you for your consideration.

Respectfully Submitted,



Debbie W. Blue

Specific Power of Attorney

Item 6)

BE IT ACKNOWLEDGED that I, Kelvin Ray Washington
of 7675 Phoenix Drive #416, Houston, TX 77030 (832) 649-9869 the undersigned, do
(Address) (Phone)
hereby grant a limited and specific power of attorney to Debbie W. Blue
(Full Name)
of 202 Davenport Circle, Monroe, LA 71202 (318) 366-2198 as my attorney-in-fact.
(Address) (Phone)

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

1. Sign on my behalf for legal documents pertaining to the property located at 105 North Church Street, West Monroe, LA 71291.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

This specific power of attorney is effective upon execution. This specific power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this specific power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 18th day of October 2024

Kelvin Ray Washington
Printed (Full Name Assignor)

Kelvin Ray Washington
Signature

NOTARY

Majorie Ann Keys Pitre having been duly appointed and commissioned a Notary Public do solemnly affirm on this day, personally, appeared Kelvin Ray Washington
(Assignor), known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of October 2024.

Notary Public's Signature [Signature]

NOTARY SEAL

My Commission Expires on 0 Dec 2025

BE IT ACKNOWLEDGED that I, Alfred Lee Washington
of 3315 Hunter Oaks Court, Mansfield, TX 76003 (817) 564-1501 the undersigned, do
(Address) (Phone)
hereby grant a limited and specific power of attorney to Debbie W. Blue
(Full Name)
of 202 Davenport Circle, Monroe, LA 71202 (318) 366-2198 as my attorney-in-fact.
(Address) (Phone)

Said attorney-in-fact shall have full power and authority to undertake and perform only the following acts on my behalf:

- 1. Sign on my behalf for legal documents pertaining to the property located at 105 North Church Street, West Monroe, LA 71291.

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This specific power of attorney is effective upon execution. This specific power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this specific power of attorney shall have full rights to accept and reply upon the authority of my attorney-in-fact until in receipt of actual notice of revocation.

Signed this 18 day of October 2024

Alfred Lee Washington
Printed (Full Name Assignor)
Alfred Lee Washington
Signature

NOTARY

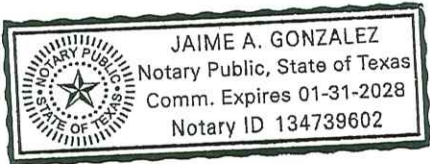
Jaime A. Gonzalez having been duly appointed and commissioned a Notary Public in and for the State of Texas, do solemnly affirm on this day, personally, appeared Alfred L. Washington (Assignor) and _____ (Attorney-In-Fact), known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of October 2024.

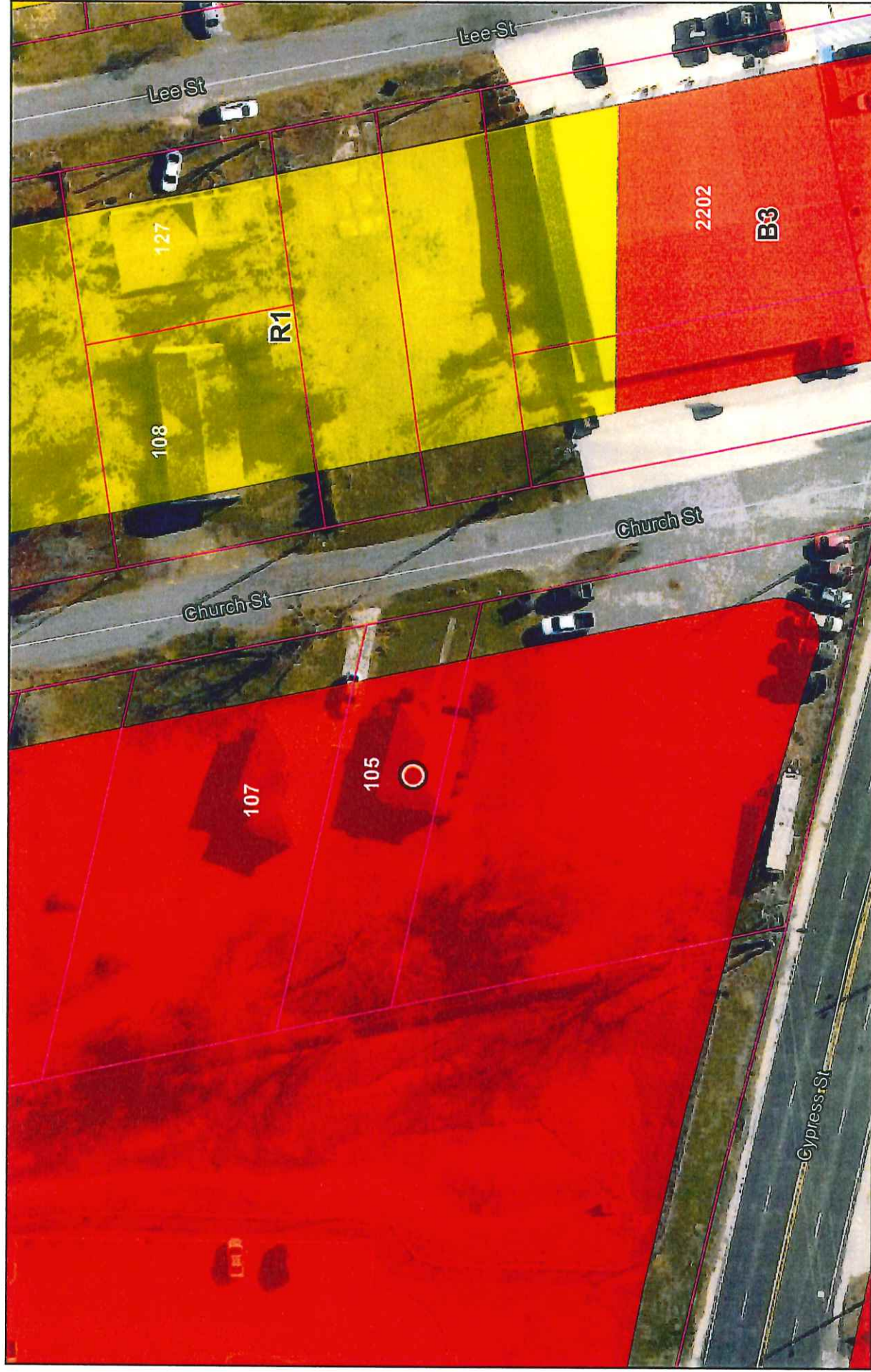
Notary Public's Signature [Signature]

NOTARY SEAL

My Commission Expires on 1-31-28



West Monroe Zoning



11/13/2024

West Monroe Parcels		33781E7/18872N		33411E7/18872N	
WM_Zoning		Red: Band_1	Green: Band_2	Red: Band_1	Green: Band_2
One Family Residential		Green: Band_3	Blue: Band_3	Green: Band_3	Blue: Band_3
General Business		World Imagery		World Imagery	
911 Address					

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations

15cm Resolution Metadata

Item 6)

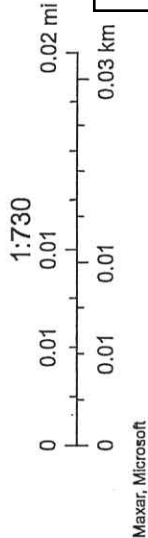
West Monroe Zoning



11/13/2024

- West Monroe Parcels 33781E718872N 33411E718872N
- 911 Address
- West Monroe Roads
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 15cm Resolution Metadata



Item 6)

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 “AGREEMENT TO PURCHASE AND SELL VACANT LAND” PENDING FINAL AUTHORIZATION TO SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO WARHAWK ENTERPRISES, LLC OR ITS AUTHORIZED SUCCESSORS OR ASSIGNS, FOR THE CASH SUM OF \$270,000.00, AND SUBJECT TO CERTAIN TERMS AND CONDITIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable property which is not needed for public purposes, and

WHEREAS, the price offered, and the terms and conditions provided for the purchase of that property is fair and reasonable, and the sale and planned development of that immovable property will be beneficial to the City of West Monroe and its residents; and

WHEREAS, the purchaser has requested that the City enter into an “Agreement to Purchase and Sell Vacant Land” in order to evidence the City’s commitment to this project and to allow the purchaser ample time to complete plans and to make provisions for financing the portion of the project involving this purchase.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that the City of West Monroe, Louisiana (“CITY”) hereby declares its commitment to proceeding to obtain authorization to sell certain immovable property which is not needed for any public purpose by the City of West Monroe, Louisiana, which property is more particularly described as follows, to-wit:

see attached Exhibit “A”

to WARHAWK ENTERPRISES, LLC, or its approved successors or assigns (“BUYER”) for and in consideration of the cash sum of TWO HUNDRED SEVENTY THOUSAND AND NO/100 (\$270,000.00) DOLLARS, subject to various terms and conditions as more particularly set forth in that ordinance.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell,

as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into an “Agreement To Purchase And Sell Vacant Land” which reflects those terms and provisions set forth above, a copy of which is attached as Exhibit “B”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, she is hereby further authorized to take any other action or execute any and all other documents or impose any and all other terms and conditions deemed by her either necessary or appropriate on the transfer of the above described immovable property, including but not limited to terms and provisions, whether included in the deed or in an unrecorded supplemental agreement, that limits the nature of the future activities, that requires the development to be initiated within a certain time and/or pursued in a commercially reasonable manner through to completion by a certain date, together with any and all such other requirements and provisions as she deems appropriate, further including a provision that provides for a right and option in favor of the City of West Monroe to re-acquire the property at the same price if such conditions are not timely met, or to provide for liquidated damages or other consideration payable to the City of West Monroe in lieu of such reacquisition, with any such terms and provisions of all of such conditions to be as determined appropriate by the Mayor.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, this 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

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 ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LAZENBY & ASSOCIATES, INC., FOR CERTAIN ENGINEERING, SURVEYING, AND RELATED SERVICES RELATED TO THE PREPARATION OF TOPOGRAPHIC SURVEY, FINAL PROJECT PLANS, PROJECT SPECIFICATIONS AND BID DOCUMENTS, BID PROCESS ADMINISTRATION, PROJECT CONSTRUCTION ADMINISTRATION, DRA QUARTERLY REPORTING, AND CONSTRUCTION INSPECTION FOR THE PROJECT “CONSTITUTION DRIVE IMPROVEMENTS: COMMERCIAL PARKWAY TO SHORT CONSTITUTION DRIVE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to accept and execute on behalf of the City of West Monroe, Louisiana, the proposal for certain engineering, surveying, and related services with Lazenby & Associates, Inc. relating to the preparation of topographic survey, final project plans, bid process administration, project construction administration, DRA quarterly reporting, and construction inspections, for the project “Constitution Drive Improvements: Commercial Parkway to Short Constitution Drive”, with a copy of that proposed contract attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the engagement and the nature of the services performed.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, this 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



November 26, 2024

Mayor Staci Albritton Mitchell
City of West Monroe
2305 North 7th Street
West Monroe, Louisiana 71291

RE: Engineering & Surveying Proposal for
Constitution Drive Improvements:
Commercial Parkway to Short Constitution Drive
DRA Funded Project (CIF) LA-7332
City of West Monroe
West Monroe, Louisiana

Dear Mayor:

Lazenby & Associates, Inc. is pleased to submit this lump sum proposal in the amount of **\$209,650.00** to provide professional engineering & surveying services as required to prepare construction plans and specifications for a city street improvement project on Constitution Drive from Commercial Parkway to Short Constitution Drive. Our proposal includes the following tasks:

- Topographic Survey
- Final Plans
- Specifications & Bid Documents
- DRA Quarterly Reporting
- Project Administration during Construction
- Construction Inspection

This proposal is based on a street construction project which includes a mill, patch and overlay on Constitution Drive from Commercial Parkway to Short Constitution Drive funded by Delta Regional Authority (DRA). The scope of work for our design is listed above, and the scope of work for our services during construction includes Project Administration and Inspection.

This proposal does not include pavement borings during design or flexible pavement design (asphalt pavement). These services are listed, described and priced under a separate proposal from Terracon.

Mayor Staci Albritton Mitchell

November 26, 2024

Page 2

This proposal does not include geotechnical material testing services during construction. This testing is required during construction to ensure that the contractor's materials & methods are meeting the project specifications such as fill densities, stone densities, and pavement mixture & density. I recommend consulting with Terracon at the time of construction contract award to negotiate hourly rates for these testing services during construction. Our firm can arrange those services on behalf of the City at the time of construction.

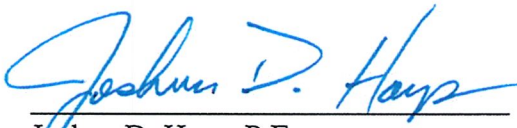
Should you be in agreement with our proposal, please acknowledge acceptance by signing in the space provided below and return this letter to our office to serve as our authorization to proceed. We can begin immediately, and I estimate that the geotechnical services could be complete within 30 days from the Notice to Proceed. Our firm can have the topographic survey completed within 30 days after the Notice to Proceed, and we can have final plans prepared within 60 days after the topographic survey is completed. During design, our firm will coordinate with the funding agency in order to submit final plans for approval to go out for public bid and request concurrence in construction contract award. We will also coordinate with the funding agency during construction for quarterly reporting, change orders and pay requests.

Please contact me should you have any questions concerning our proposal or if you wish to discuss the scope of this project in greater detail. Thank you for considering our firm for professional engineering services required on this project.

Sincerely,

LAZENBY & ASSOCIATES, INC.

PROPOSAL ACCEPTED BY:


Joshua D. Hays, P.E.

Mayor
Staci Albritton Mitchell

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____ MOTION BY: _____
SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES WITH TERRACON CONSULTANTS, INC. FOR GEOTECHNICAL SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “CONSTITUTION DRIVE IMPROVEMENTS: COMMERCIAL PARKWAY TO SHORT CONSTITUTION DRIVE” PROJECT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, an Agreement For Services with Terracon Consultants, Inc., for geotechnical engineering services in connection with the project known as “Constitution Drive Improvements Commercial Parkway to Short Constitution Drive”, all in accordance with the terms of that Agreement For Services which is attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced agreement she determines necessary or appropriate, and thereafter to execute such Agreement For Services, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with that agreement authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed agreement.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, this 3rd day of December, 2024, the final vote being as follows:

YEA: _____
NAY: _____
NOT VOTING: _____
ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



Item 9)

1520 N. Hearne Ave., Suite 120
Shreveport, LA 71107
P (318) 606-7559
Terracon.com

November 26, 2024

City of West Monroe
2305 N. 7th Street
West Monroe, LA 71291

Attn: Mayor Staci Albriton Mitchell
P: (318) 396-2600
E: smitchell@westmonroe.la.gov

RE: Proposal for Geotechnical Engineering Services
↳ Constitution Drive Improvements
Commercial Parkway to Short Constitution Drive ▶
West Monroe, Louisiana
Terracon Proposal No. PBB245070

Dear Mayor Mitchell:

We appreciate the opportunity to submit this proposal to City of West Monroe (CWM) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$15,000 with an anticipated delivery date of 4 to 5 weeks after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Supplement to Agreement for Services to our office.

Sincerely,
Terracon

Jim Belt

James M. Belt, P.E.
Senior Engineer

Albert Ayenu-Prah, Jr.

Albert Y. Ayenu-Prah, Jr., PhD., P.E.
Senior Engineer

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of West Monroe LA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Constitution Drive Improvements project ("Project"), as described in Consultant's Proposal dated 11/26/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Reference Number: PBB245070

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Louisiana law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Albert Ayenu-Prah, Jr. Date: **11/26/2024**

Name/Title: **Albert Y. Ayenu-Prah, Jr. / Senior Engineer**

Address: **1520 N Hearne Ave Ste 120**
Shreveport, LA 71107-7155

Phone: **(318) 606-7559** Fax: **(318) 606-7560**

Email: **Albert.Ayenu-Prah@terracon.com**

Client: **City of West Monroe LA**

By: _____ Date: _____

Name/Title: **Staci Albritton Mitchell / Mayor**

Address: **City of West Monroe 2305 N. 7th Street**
West Monroe, LA 71291

Phone: **(318) 396-2600** Fax: _____

Email: **smitchell@westmonroe.la.gov**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by the Preliminary Engineering Report prepared by Lazenby & Associates, Inc., dated June 2024. We have not recently visited the project site but are generally familiar with the segment proposed for improvement.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Joshua D Hays, P.E., M.S.C.E. with Lazenby & Associates , Inc. on November 26, 2024. The request included a copy of the above-mentioned report and a brief description of the desired scope of work and schedule.
Project Description	The project includes rehabilitation of approximately 2,800 linear feet of 24-foot wide, 2-lane roadway with flexible pavement surfacing. The project is jointly funded by The Delta Regional Authority and the City of West Monroe.
Proposed Rehabilitation	Mill, patch, and overlay pavement rehabilitation is expected.
Design Traffic	It is expected the Civil Engineering Design Professional will provide design traffic loading for Terracon’s pavement thickness design.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located on Constitution Drive from Commercial Parkway to Short Constitution Drive in West Monroe, Louisiana. The approximate geophysical coordinates of the mid-point of the proposed segment to be improved are Latitude/Longitude: 32.5102° North, 92.1683° West (See Exhibit D)
Existing Improvements	According to Lazenby’s report , the existing street is classified as a two-lane collector street with open ditches and asphalt pavement surface 24 feet wide. The existing pavement section consists of 2.5 inches asphalt pavement overlaid on 8.5 inches of soil cement base course over sandy clay subgrade.

Proposal for Geotechnical Engineering Services

Constitution Drive Improvements | West Monroe, Louisiana

November 26, 2024 | Terracon Proposal No. PBB245070

**Existing
Topography**

Based on GoogleEarth aerial imagery, the segment proposed for improvement is relatively flat with a slight downhill slope towards the east. Ground surface elevations vary from about 102 feet at the intersection of Short Constitution Drive to about 89 feet at the intersection of Commercial Parkway ($\approx 0.5\%$ slope).

Site Access

We expect the proposed pavement boring sites to be readily accessible to our crew with truck mounted drilling equipment with adequate traffic control measures in place.

**Expected
Subsurface
Conditions**

Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of sandy clays and clayey sands of the Pleistocene Lower Lapine alloformation (PII)

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on our experience with similar projects in the vicinity of the project site, we propose the following field exploration program:

Number of Locations	Type of Exploration	Planned Termination Depth (feet) ¹	Planned Location
6	Soil Borings	6	Approximately 550 feet apart, alternating travel lane direction

1. Although not anticipated based on the geology in the vicinity of the project site, test locations would be terminated at shallower depths if refusal is encountered.
2. The planned exploration locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use aerial site maps and our handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information, if requested. If not available, the ground surface elevations are estimated from Google Earth imagery and the accuracy of the ground surface at each point is probably about 2 feet.

Subsurface Exploration Procedures: We expect to advance borings with a truck-mounted rotary drill rig using continuous flight, solid-stem augers to total planned depth of each boring. Four samples will be obtained during advancement of each boring. The upper 12 inches will be bored to expose and verify the existing pavement profile. Dynamic Cone Penetrometer (DCP) testing will be performed on the subgrade underlying the existing base layer to a depth of approximately 3 feet below the existing pavement surface to estimate insitu CBR value(s). Disturbed auger cuttings will be obtained from the DCP interval for soils classification. Below this depth (+/- 3 feet) two samples will be obtained using split barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a

Proposal for Geotechnical Engineering Services

Constitution Drive Improvements | West Monroe, Louisiana
November 26, 2024 | Terracon Proposal No. PBB245070



Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion regulations. Pavements will be patched with cold-mix asphalt. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in off pavement in the general vicinity of the boreholes. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Louisiana One Call. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service to scan the immediate area, typically 10x10 feet, around our boring locations. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive

Proposal for Geotechnical Engineering Services

Constitution Drive Improvements | West Monroe, Louisiana
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materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business days (Monday through Friday between 6:00am and 7:00pm). If our exploration must take place over the weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: For the work scope of this proposal, we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities, which is anticipated to take one day. This proposal assumes that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Fees associated with this service are included in our Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification

Proposal for Geotechnical Engineering Services

Constitution Drive Improvements | West Monroe, Louisiana
November 26, 2024 | Terracon Proposal No. PBB245070



- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions

- Earthwork recommendations including site/subgrade preparation
- Recommended pavement design parameters

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for pavement

Proposal for Geotechnical Engineering Services

Constitution Drive Improvements | West Monroe, Louisiana

November 26, 2024 | Terracon Proposal No. PBB245070



construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ^{2,3}
Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$15,000

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays from client/landowner. If additional mobilizations are required, an additional fee of \$1,500 per crew would be invoiced. A standby rate of \$450 per crew hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.
3. Since the site has been developed, we will subcontract a private utility locating firm and/or utilize geophysical equipment to scan the immediate area, typically 10x10 feet, around our boring locations, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. No mapping or other SUE related locating services is included in this scope.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the



boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule from notice to proceed (NTP) ^{1, 2}
Project planning and scheduling	2 weeks
Complete Field Exploration	3 weeks
Site Characterization	4 weeks
Geotechnical Engineering Report	5 weeks
<ol style="list-style-type: none"> 1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific anticipated dates for the delivery points noted above as well as other pertinent events. 2. We will maintain an activities calendar on Client Portal. The schedule will be updated to maintain a current awareness of our plans for delivery. 	

Exhibit D – Site Location

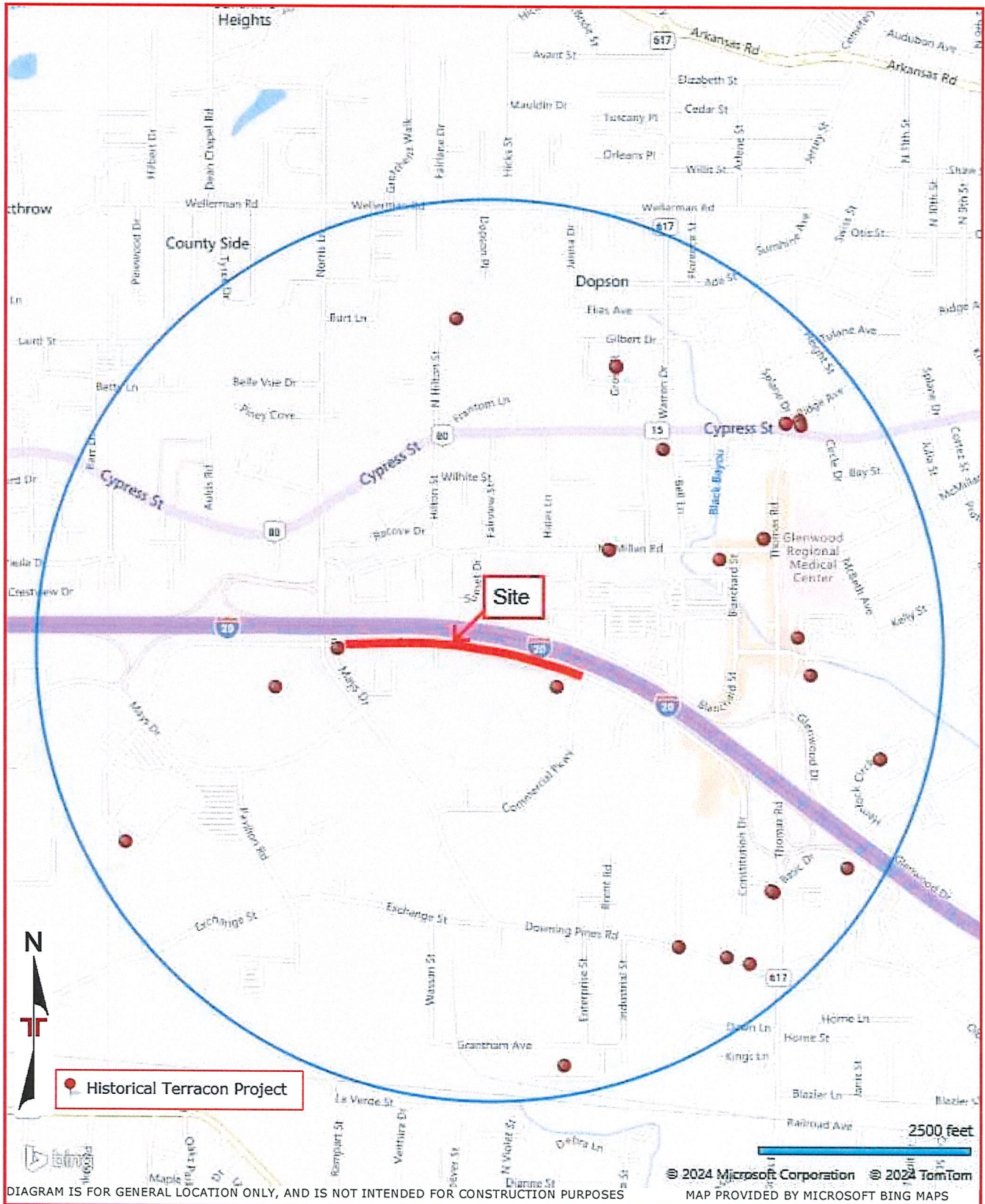


Exhibit E – Anticipated Exploration Plan (11x17 Landscape)

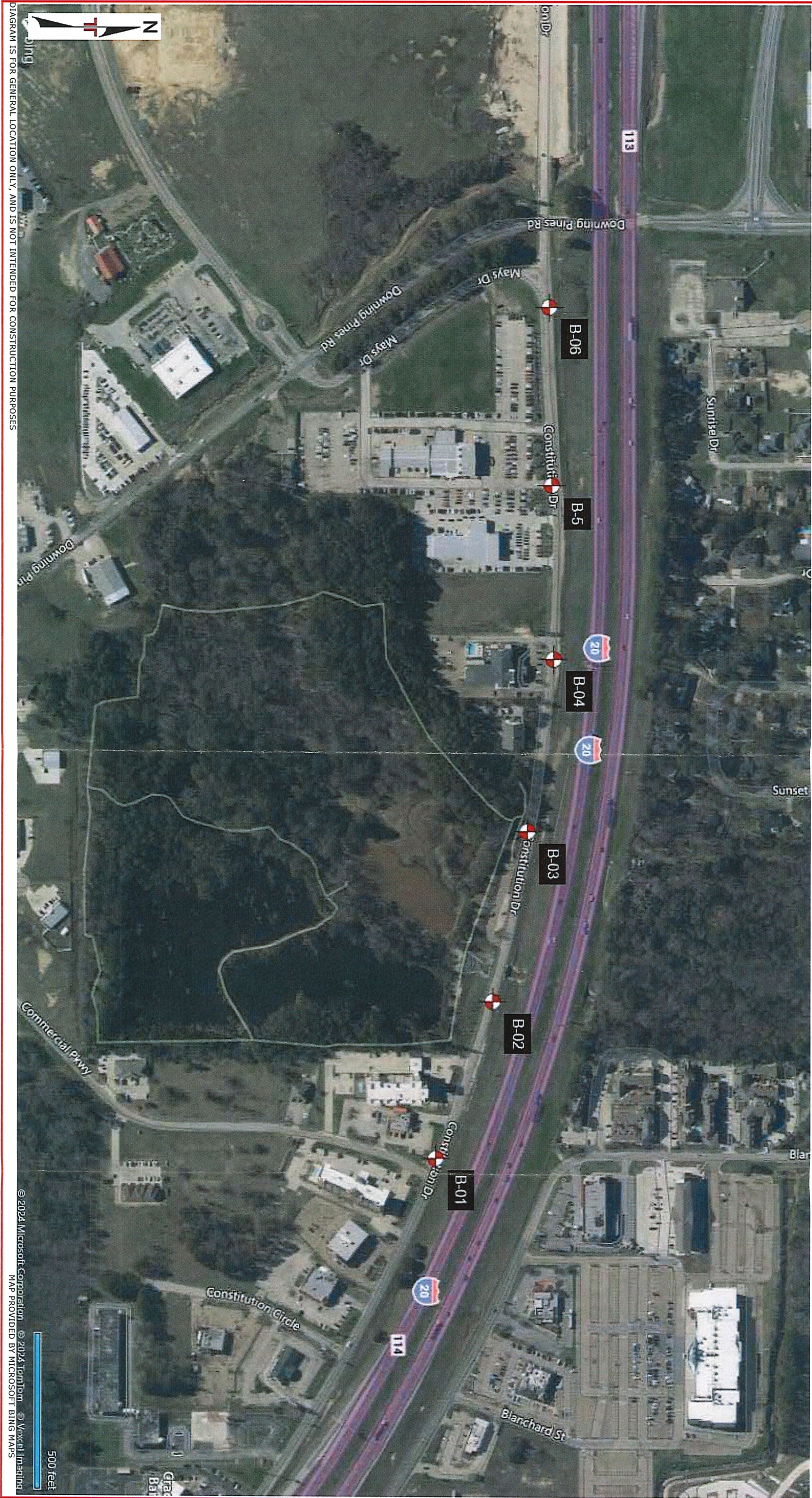


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

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MAP PROVIDED BY MICROSOFT BING MAPS

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 A PROFESSIONAL SERVICES CONTRACT WITH LAZENBY & ASSOCIATES, INC., FOR CERTAIN ENGINEERING AND RELATED SERVICES RELATED TO THE PREPARATION OF FINAL PROJECT PLANS, PROJECT SPECIFICATIONS AND BID DOCUMENTS, BID ADMINISTRATION, PROJECT ADMINISTRATION DURING CONSTRUCTION, DRA QUARTERLY REPORTING, AND CONSTRUCTION INSPECTION FOR THE PROJECT “COTTON STREET WATER & SEWER UTILITY IMPROVEMENTS - PINE STREET TO WOOD STREET”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to accept and execute on behalf of the City of West Monroe, Louisiana, the proposal for certain engineering, and related services with Lazenby & Associates, Inc. relating to the preparation of final project plans, project specifications and bid documents, bid administration, project administration during construction, DRA quarterly reporting, and construction inspections for the project “Cotton Street Water & Utility Improvements - Pine Street to Wood Street”, with a copy of that proposed contract attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the engagement and the nature of the services performed.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, this 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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 ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LAZENBY & ASSOCIATES, INC., FOR CERTAIN ENGINEERING, SURVEYING, AND RELATED SERVICES RELATED TO THE PREPARATION OF TOPOGRAPHIC SURVEY, FINAL PROJECT DESIGN PLANS, PROJECT SPECIFICATIONS, BID DOCUMENTS AND BID ADMINISTRATION INCLUDING CONTRACT AWARD, PROJECT CONSTRUCTION ADMINISTRATION, AND RESIDENT PROJECT REPRESENTATIVE FOR CONSTRUCTION INSPECTIONS FOR THE PROJECT “COTTON STREET IMPROVEMENTS: BRIDGE STREET TO WOOD STREET”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to accept and execute on behalf of the City of West Monroe, Louisiana, the proposal for certain engineering, surveying, and related services with Lazenby & Associates, Inc. relating to the preparation of a topographic survey, final project design plans, project specifications, bid documents and bid administration including contract award, project construction administration, and resident project representative for construction inspections for the project “Cotton Street Improvements: Bridge Street to Wood Street”, with a copy of the proposed contract attached as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the engagement and the nature of the services performed.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea or nay vote, this 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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



November 26, 2024

Mayor Staci Albritton Mitchell
City of West Monroe
2305 North 7th Street
West Monroe, Louisiana 71291

RE: Engineering & Surveying Proposal for
Cotton Street Improvements:
Bridge Street to Wood Street
City of West Monroe
West Monroe, Louisiana

Dear Mayor:

Lazenby & Associates, Inc. is pleased to submit the attached Contract in the lump sum amount of **\$287,329.00** to provide professional engineering & surveying services as required to prepare construction plans and specifications for a city street improvement project on Cotton Street from Bridge Street to Wood Street. Our proposal includes the following tasks:

- Topographic Survey
- Final Design Plans
- Specifications
- Bid Project & Contract Award
- Project Construction Administration
- Resident Project Representative (Construction Inspection)

This proposal is based on a street construction project which includes a mill, patch and overlay on Cotton Street from Bridge Street to Wood Street with curb & gutter improvements and sidewalk improvements. It is our understanding that the City wishes to make geometric design changes to portions of Cotton Street in the Downtown Area in order to comply with the City's Downtown Master Plan. These changes include crosswalk improvements, new curb & gutter configurations & improvements, and new sidewalk configurations & improvements. Our Contract includes services to design the project in this manner with corresponding construction cost estimates.

This proposal does not include pavement borings during design or flexible pavement design (asphalt pavement). These services are listed, described and priced under a separate proposal from Terracon.

Mayor Staci Albritton Mitchell

November 26, 2024

Page 2


This proposal does not include geotechnical material testing services during construction. This testing is required during construction to ensure that the contractor's materials & methods are meeting the project specifications such as fill densities, stone densities, and pavement mixture & density. I recommend consulting with a materials testing and sampling firm at the time of construction contract award to negotiate hourly rates for these testing services during construction. Our firm can arrange those services on behalf of the City at the time of construction.

Should you be in agreement with our Contract, please acknowledge acceptance by signing in the spaces provided & tabbed for your convenience. The timeline for our survey & design is listed in Exhibit A, Part A.1.02.8 and Part A.1.03.6 of the Contract. During design, our firm will coordinate with the funding agency in order to submit final plans for approval to go out for public bid and request concurrence in construction contract award.

Please contact me should you have any questions concerning our proposal or if you wish to discuss the scope of this project in greater detail. Thank you for considering our firm for professional engineering services required on this project.

Sincerely,

LAZENBY & ASSOCIATES, INC.


Joshua D. Hays, P.E.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

ENGINEERING & SURVEYING SERVICES
COTTON STREET IMPROVEMENTS:
BRIDGE STREET TO WOOD STREET
FOR
CITY OF WEST MONROE
L & A, INC. PROJECT NO. 22E074.00

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been accepted by
United States Department of Agriculture
Rural Utilities Service, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract -- Funding Agency Edition (No. 1910-8-FA) (1997 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the other.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4344

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STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION

THIS IS AN AGREEMENT effective as of _____, 2024 ("Effective Date") between

City of West Monroe ("OWNER") and Lazenby & Associates, Inc., Consulting Engineers & Land Surveyors

("ENGINEER"). OWNER intends to improve Cotton Street from Bridge Street to Wood Street by a rehabilitation project including a mill, patch and overlay construction project including new curb & gutter and new sidewalks. ("Project").

(Lazenby & Associates, Inc. Project No. 22E074.00)

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

The ENGINEER shall proceed with services to perform the Engineering Services of the project as quickly as possible to submit plans and specifications to funding agencies and regulatory agencies. The project will consist of the following items:

- A. Topographic Surveying and Mapping
- B. Final Design Plans Completed and Submitted to Owner and Agency
- C. Specifications
- D. Bid Project & Contract Award
- E. Construction Administration
- F. Resident Project Representative

Engineering Fees for the above items are based upon a construction cost estimate of One Million Six Hundred Sixty Five Thousand and 00/100 Dollars (\$1,665,000.00).

This project is a design-bid-build project utilizing public funds. Each of these items will be coordinated with the City of West Monroe.

All additional project development phases will be performed under a Supplemental Agreement approved by the OWNER and the ENGINEER as necessary to advance this project in a timely manner.

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give written authorization to proceed with any phase of services within a reasonable period of time after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER'S services are extended by Contractor's actions or inactions for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER in accordance with Exhibit C for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and in a manner acceptable to OWNER. Invoices will be submitted to OWNER by ENGINEER no more than once per month. The amount billed in each invoice will be calculated on the basis set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 60 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's invoice therefore, and funds are available for the Project, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 60th day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of termination under paragraphs 6.06A.1.b. and 6.06.A.2, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, including those provided or incurred after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants and other related close-out costs, using methods and rates for Additional Services set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on

ENGINEER's services in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit."

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws and Regulations, and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to the scope, schedule, and compensation for ENGINEER's services.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested under this paragraph.

H. All Contract Documents and Applications for Payment shall be subject to AGENCY concurrence.

I. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

J. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

K. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

L. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

M. The General Conditions for any construction contract documents prepared hereunder are to be the

"Standard General Conditions of the Construction Contract -- Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8-FA, 1996 edition) unless OWNER, ENGINEER, and AGENCY mutually agree to use other General Conditions as specifically referenced in Exhibit I.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include construction observation, or review of the Contractor's performance, or any other Construction Phase services, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files on electronic media of text, data, or graphics or of other types (collectively termed electronic files) that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or

information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Electronic files that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored on electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the data. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested and if commercially available, ENGINEER shall obtain, and shall require ENGINEER's Consultants to obtain such additional insurance coverage, increased limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the successors of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C. shall appear in the Contract Documents.

6.09 Dispute Resolution

A. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition.

In the event ENGINEER or any other individual or entity encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of "hazardous substances," as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), if such "hazardous substances" are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks -- Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or

arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

D. In addition to the indemnity provided under paragraph 6.11.B. and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.D. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by certified mail (return receipt requested), or by facsimile, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits) and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2, of this Agreement.

3. *AGENCY*--The Federal or state agency named on page 1 of this Agreement.

4. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition" including those Exhibits listed in Article 8.

5. *Application for Payment*--The form acceptable to ENGINEER which is to be used by

Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

6. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

7. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1 of this Agreement.

8. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

9. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the required form of Bid bond, and the proposed Contract Documents and Addenda, if any.

10. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor, OWNER, and AGENCY to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

11. *Construction Agreement*--The written agreement, contained in the Contract Documents between OWNER and Contractor covering the Work to be performed or furnished with respect to this Project.

12. *Construction Cost*--The cost to OWNER to construct those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER AND other design professionals and consultants, cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising

Total Project Costs.

13. *Contract Documents*--The Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretation and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement covering Work to be performed or furnished with respect to the Project.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference

standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--Those parts of the Contract Documents prepared or approved by Engineer which graphically show the scope, extent and character of the Work to be furnished and performed by Contractor. and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective. If no such date is indicated it means the date on which AGENCY concurs with the Construction Agreement.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which AGENCY concurs with the Agreement.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to perform or furnish Basic or Additional Services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Document which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's,

Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*-- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on the Drawings, Shop Drawings, and other documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show all changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER pursuant to Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project

Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas, indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where it, in the opinion of ENGINEER, is sufficiently complete in accordance with the Contract Documents so that it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--The part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land,

rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services and documentation necessary to produce such construction and furnishing, installing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor, issued on or after the Effective Date of the Construction Agreement and signed by OWNER and AGENCY upon recommendation of ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents, signed by OWNER, Contractor and AGENCY upon recommendation of ENGINEER on or after the Effective Date of the Construction Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 7 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT.)

E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT.)

F. Exhibit F, "Construction Cost Limit," consisting of _____ page. (NOT APPLICABLE THIS CONTRACT.)

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT)

I. Exhibit I, "Special Provisions," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT)

8.02 Agency Concurrence

A. Signature of a duly authorized representative of AGENCY in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to AGENCY's applicable requirements.

8.03 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

City of West Monroe

By (Signature):

Typed Name: Staci Albritton Mitchell

Title: Mayor

Date: , 2024

Designated Representative (paragraph 6.02.A.):

Staci Albritton Mitchell

Title: Mayor, City of West Monroe

Address for giving notices:

City of West Monroe

2305 North 7th Street

West Monroe, LA 71291

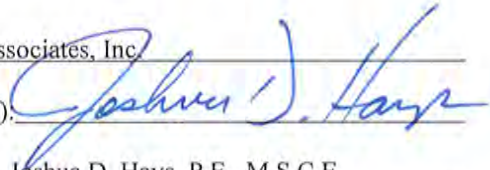
Phone Number: (318) 396-2600

Fax Number:

E-Mail Address: smitchell@westmonroe.la.gov

ENGINEER:

Lazenby & Associates, Inc.

By (Signature): 

Typed Name: Joshua D. Hays, P.E., M.S.C.E.

Title: Project Engineer

Date: , 2024

Designated Representative (paragraph 6.02.A.):

Joshua D. Hays, P.E., M.S.C.E.

Title: Project Engineer

Address for giving notices:

Lazenby & Associates, Inc.

2000 North 7th Street

West Monroe, LA 71291

Phone Number: (318) 387-2710

Fax Number: (318) 387-2718

E-Mail Address: jhays@lazenbyengr.com

AGENCY Concurrence

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the AGENCY hereby concurs in the form, content, and execution of this Agreement.

By: _____
AGENCY Official

Title: _____

Date: _____

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the **Standard Form of Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JAH

ENGINEER's Services

PART 1 -- BASIC SERVICES

A.1.00 ENGINEER shall provide the following Basic Services.

A.1.01 Study and Report Phase.

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions as listed below available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's best judgment meet OWNER's requirements for the Project. The following alternate solutions will be evaluated:

None specified.

4. Assist with preparation of feasibility studies and rate schedules if required for the Project.

A.1.02 Preliminary Design Phase

A. ENGINEER shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. All topographic features will be shown relative to the boundary lines of the overall project.
3. Provide three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
4. Advise OWNER if additional reports, data or other information or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data or other information and services.
5. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
6. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

None

7. Furnish the Preliminary Design Phase documents for review by and with OWNER and AGENCY.

8. Submit 3 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER and AGENCY within 90 days of authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase shall be considered complete and subject to final payment when the Preliminary Design Phase documents are approved by OWNER, AGENCY and other governmental authorities having jurisdiction.

A.1.03 Final Design Phase

A. After acceptance by OWNER and AGENCY of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings and Specifications showing the scope, extent and character of the work to be performed and furnished by Contractor.

2. Prepare and provide technical criteria, written descriptions, design data and forms for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Final Design Plans & Specifications
 - b. Revised opinion of probable Construction Cost.

5. Prepare and furnish Final Design Plans & Specifications for review and approval by OWNER, its legal counsel and other advisors, as appropriate, and AGENCY, and assist OWNER in the preparation of other related documents. Bidding Documents will comply with AGENCY's requirements in effect as of the date of this Agreement.

6. Submit 3 final copies of the Final Design Plans & Specifications and a revised opinion of probable Construction Cost to OWNER and AGENCY within 120 days of authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has not been established under this Agreement is one.

D. ENGINEER's services under the Final Design Phase shall be considered complete when the Final Design Plans & Specifications are approved by OWNER, AGENCY, and other governmental authorities having jurisdiction.

A.1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER and AGENCY of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits for accessing the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, vendors, suppliers and other persons and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.

5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

None

6. Attend the Bid opening, prepare Bid tabulation sheets and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A.1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B.1.00.O.

3. *Pre-Construction Conference.* Along with the Resident Project Representative, participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

5. *Visits to Site and Observation of Construction.* In connection with observations of the Work of Contractor while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, but at least monthly, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Such visits and observations by ENGINEER and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER shall determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in this paragraph A.1.05.A.5 and other express or general limitations in this Agreement and elsewhere.

b. The purpose of ENGINEER's visits to and representation by the Resident Project Representative, if any, at the Site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed Work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents has been implemented and presented by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Item 11)

6. *Defective Work.* During such visits and on the basis of such observations, ENGINEER shall have authority to recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

7. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

8. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and shall prepare Change Orders and Work Change Directives as required.

9. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will be completed within 14 days of receipt of Contractor's submittal by ENGINEER and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

10. *Substitutes.* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.21 of this Exhibit A.

11. *Inspections and Tests.* Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

12. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying support documentation:

a. Recommend the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A.1.05.A.5.a. are expressly subject to the limitations set forth in paragraph A.1.05.A.5.b. and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment ENGINEER shall not thereby be deemed to have represented observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct or control such Work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.9 and marked-up record Drawings which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment, but the extent of such review will be limited as provided in paragraph A.1.05.A.13.; and ENGINEER shall transmit these documents to OWNER.

15. *Record Drawings.* Prepare and furnish to OWNER a set of reproducible Project Record Drawings showing appropriate record information based on Project documentation received from RPR and Contractor.

16. *Substantial Completion.* Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER, AGENCY's representative, and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, AGENCY, and Contractor.

17. Perform or provide the following additional Construction Phase tasks or deliverables:

None

18. *Final Notice of Acceptability of the Work.* In company with OWNER's and AGENCY's representatives, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.13.b) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Unless otherwise notified in writing by OWNER, ENGINEER shall provide the services of a Resident Project Representative (RPR) at the Site to assist ENGINEER and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by AGENCY and this Agreement is amended accordingly. ENGINEER will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by OWNER and AGENCY. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or any of their subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for any Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

D. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment to contractor. If the Project involves more than one prime contract as indicated in paragraph A.1.03.C., Construction Phase services may be rendered at different times in respect to the separate Construction Agreements.

A. Upon written authorization from OWNER during the Post-Construction Phase, ENGINEER shall:

1. Provide assistance to OWNER in connection with the refining and adjusting of any Project equipment or system, in training OWNER's staff to operate and maintain the Project, equipment, and system, and, in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2. Together with OWNER and AGENCY's representative, visit the Project to observe any apparent defects in the completed Work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective Work.

3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

None

4. In company with OWNER (or OWNER's representative) and AGENCY's representative, perform a warranty inspection of the Project in the 11th month following Substantial Completion to ascertain whether items of Construction are subject to correction.

B. The ENGINEER shall provide a total of 10 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.

C. The Post-Construction Phase services may commence during the Construction Phase and will terminate one year after the date of Substantial Completion.

PART 2 -- ADDITIONAL SERVICES

A.2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, and with AGENCY concurrence, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.

3. Services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Part 1.

4. Services required as a result of OWNER's providing incomplete or incorrect Project information, with respect to Exhibit B.

5. Providing renderings or models for OWNER's use.

6. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of detailed cash flow and economic evaluations and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime contracts than specified in paragraph A.1.03.C.
10. Services (which are not part of Basic Services) during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents, or when it is learned after completing of the Final Design phase that the specified material or equipment is no longer manufactured or cannot be delivered in sufficient time to permit its timely incorporation into the Work.
13. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph A.1.06.A.
14. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services.
15. Providing construction surveys and staking to enable Contractor to perform work, other than required under paragraph A.1.05.A, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase Services beyond the Contract Times set forth in Exhibit C.
17. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph A.1.06.A.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G.
20. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
21. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.
22. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.
23. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
24. Assistance provided by ENGINEER to OWNER in excess of the hours specified in paragraph A.1.06 (Post-Construction Phase).
25. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

SUGGESTED FORMAT
(for use with 1910-1-FA, 1997 Edition)

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JAH

OWNER's Responsibilities

PART 1 -- FURTHER RESPONSIBILITIES OF OWNER

B.1.00 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Project Site.

C. Following ENGINEER's assessment of initially-available Project information and data, upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional services. Such additional information or data would generally include the following:

1. property descriptions;
2. zoning, deed and other land use restrictions;
3. property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;
4. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof;
5. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas; and
6. data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Furnish as appropriate other services or direct ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide, as required for the Project:

1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
2. legal services with regard to issues pertaining to the Project as OWNER requires, or ENGINEER reasonably requests;
3. such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid; and
4. placement and payment for advertisements as required in appropriate publications.

I. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.

J. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

K. If Resident Project Representative services are not provided pursuant to paragraph A.1.05.B.1 or otherwise, provide a representative to observe the progress and quality of the Work.

L. If OWNER designates a construction manager, an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the site, define and set forth in this Exhibit B the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

M. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion, final payment, and warranty inspections.

N. Provide the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to their incorporation into the Work, with appropriate professional interpretation thereof; other than those laboratories provided as sub-consultants in the Agreement.

O. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or

2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

P. Provide ENGINEER with the findings and reports generated by the entities providing outside services.

Q. Perform or provide the following additional services:

None identified at this time.

SUGGESTED FORMAT
(for use with 1910-1-FA, 1997 Edition)

Item 11)

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JAH

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is supplemented as follows:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER -- LUMP SUM METHOD

C.4.01 General

A. OWNER shall pay ENGINEER for all services described in Part 1 of Exhibit A performed or furnished by ENGINEER as follows:

1. For services performed or furnished under the Topographic Surveying and Mapping Phase, the lump sum of Sixteen Thousand Six Hundred Seventy and No/100 Dollars (\$16,670.00).
2. For services performed or furnished under the Final Design Phase, the lump sum of Seventy Two Thousand Five Hundred Sixty Seven and No/100 Dollars (\$72,567.00).
3. For services performed or furnished under the Specification Phase, the lump sum of Four Thousand Nine Hundred Twelve and No/100 Dollars (\$4,912.00).
4. For services performed or furnished under the Bid Project & Contract Award Phase, the lump sum of Eight Thousand Two Hundred Seventy and No/100 Dollars (\$8,270.00).
5. For Construction Administration services performed under the construction phase, the lump sum of Twelve Thousand One Hundred Ten and No/100 Dollars (\$12,110.00).
6. For services performed or furnished under the Resident Project Representative Phase, the lump sum of One Hundred Seventy Two Thousand Eight Hundred and No/100 Dollars (\$172,800.00).
7. The Lump Sum Compensation for services performed or furnished under paragraphs A.1.01 through A.1.06 shall be payable as follows:
 - a. A sum which equals 50 percent of the lump sum compensation payable under Paragraph C4.01.A.2, above, after the Final Design Phase documents are completed and submitted to OWNER and AGENCY.
 - b. A sum which, together with the compensation provided under Paragraph C.4.01.A.2, above, equals 70 percent of the Lump Sum Compensation payable under Paragraph C.4.01.A.2, after Final Design Phase Services are considered complete as defined in Exhibit A. Payments will be made on a monthly basis. However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of the sums paid to the ENGINEER.
 - c. A final payment which equals 100 percent of the Lump Sum Compensation payable under Paragraphs C.4.01.A.1 through C.4.01.A.10 shall be made when it is determined that all services required under Paragraph A.1.01 through A.1.06 have been completed. ENGINEER remains responsible to OWNER for the technical adequacy and completeness of such services.

B. *Period of Service.* The compensation amount stipulated in paragraphs C.4.01.A.1 through C.4.01.A.4 is conditioned on a period of service not exceeding 3 months. Should such period of service be extended, the compensation amount for ENGINEER's services shall be appropriately adjusted.

C. *Payments Upon Termination.* In the event of termination at any time during the performance of the Basic Services for which the ENGINEER's compensation is the amount set forth in paragraph C.4.01.A, ENGINEER shall be paid through the Effective Date of Termination according to the portion of services rendered. Provisions of Paragraph 4.02.D of the Agreement shall apply in determining payment.

D. *Construction Cost Limit.* If paragraph 5.02 of the Agreement is amended and supplemented by Exhibit F, ENGINEER shall so modify the Contract Documents thereunder without an increase in compensation for Basic Services provided and furnished under paragraph C.4.01.A.

C.4.02 For Resident Project Representative Services

A. OWNER shall pay ENGINEER for Resident Project Representative services under paragraph A.1.05 (Construction Phase) as follows:

1. Services and Reimbursable Expenses in accordance with Attachment 1.
2. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding 5 months and is estimated to be One Hundred Seventy Two Thousand Eight Hundred and No/100 Dollars (\$172,800.00) which such compensation shall not be exceeded without written approval of OWNER and concurrence of AGENCY.
3. ENGINEER will submit itemized invoices pursuant to paragraph 4.02.A for services furnished and Reimbursable Expenses incurred during the billing period. The invoice will be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.
4. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the percentage of construction completed.

C.4.03 For Additional Services

A. Additional Services are those services described in Part 2 of Exhibit A.

B. OWNER shall pay ENGINEER for Additional Services as follows:

1. For services of ENGINEER's employees engaged directly on the Project pursuant to Part 2 of Exhibit A, an amount equal to the cumulative hours devoted to the Project by each billing class of ENGINEER's employees times the hourly rates for each applicable billing class plus Reimbursable Expenses.
2. ENGINEER's Standard Hourly Rates Schedule and Reimbursable Expenses Schedule is attached to this Exhibit C as Attachment 1.

C.4.04 For Reimbursable Expenses

A. Compensation to ENGINEER under paragraph C.4.01 includes payment for the following categories of Reimbursable Expenses: transportation and subsistence incidental thereto; toll telephone calls, facsimiles and courier services; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

B. Reimbursable Expenses reasonably and necessarily incurred in connection with services provided under paragraphs C.4.02 and C.4.03 include providing and maintaining field office facilities including furnishings and utilities, subsistence and transportation, and will be paid at the rate set forth in Attachment 1.

C.4.05 ENGINEER's Consultants' Charges

A. Compensation to ENGINEER for services provided under Exhibit C includes:

1. ENGINEER's Consultants' charges.

2. ENGINEER's general and administrative overhead and profit associated with its responsibility for and the expenses of such services and direct costs.

C.4.06 Standard Hourly Rates

A. Standard Hourly Rates set forth in Attachment 1 include salaries and wages paid to personnel in each billing class, the cost of customary and statutory benefits, general and administrative overhead, and operating margin or profit.

C.4.07 Adjustments

A. All adjustments to ENGINEER's compensation shall be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

B. The Standard Hourly Rates and Reimbursable Expenses Schedules used in determining compensation payable to ENGINEER will be adjusted annually (as of 01/01/25) to reflect equitable changes in the various components of said schedules.

C.4.08 Summary of Payments to ENGINEER

A. The compensation provisions of this Exhibit C are summarized as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1. TOPOGRAPHIC SURVEYING AND MAPPING	\$ 16,670.00	Lump Sum
2. FINAL DESIGN PLANS	\$ 72,567.00	Lump Sum
3. SPECIFICATIONS	\$ 4,912.00	Lump Sum
4. BID PROJECT & CONTRACT AWARD	\$ 8,270.00	Lump Sum
5. CONSTRUCTION ADMINISTRATION	\$ 12,110.00	Lump Sum
6. RESIDENT PROJECT REPRESENTATIVE	\$172,800.00	Lump Sum

TOTAL CONTRACT AMOUNT = \$287,329.00

SUGGESTED FORMAT
(for use with No. 1910-1-FA, 1997 Edition)

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part
of the **Agreement between OWNER and ENGINEER for**
Professional Services -- Funding Agency Edition, dated
_____ 2024.

Initial:
OWNER _____
ENGINEER JDH

**Duties, Responsibilities and Limitations of Authority
of Resident Project Representative**

D.6.02 Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants and other field staff under this Exhibit D shall provide full time representation unless waived by AGENCY.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in paragraph A.1.05 are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of approved Shop Drawings and Samples.
- b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of Contractor's work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

10. *Records:*

- a. Maintain at the job Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of

materials and equipment.

- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of construction furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that material and equipment certifications, maintenance and operation manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by Laws and Regulations applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, AGENCY's representative and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Limitations of Authority of RPR

Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques or sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize OWNER to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

SUGGESTED FORMAT
(for use with No. 1910-1-FA, 1997 Edition)

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part
of the **Agreement between OWNER and ENGINEER for**
Professional Services -- Funding Agency Edition, dated
_____, 2024,

Initial:

OWNER _____

ENGINEER JDH

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties:

G.6.05. Insurance.

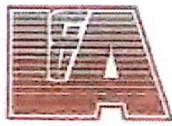
A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory Limits
b. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000.00</u>
2) General Aggregate:	<u>\$2,000,000.00</u>
c. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	<u>\$ N/A</u>
2) Property Damage:	
a) Each Accident	<u>\$ N/A</u>
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	<u>\$1,000,000.00</u>
d. Professional Liability Insurance	<u>\$1,000,000.00</u>

2. By OWNER:

- | | |
|---|-----------------------|
| a. Workers' Compensation: | Statutory Limits |
| b. Employer's Liability -- | |
| 1) Each Accident | <u>\$1,000,000.00</u> |
| 2) Disease, Policy Limit | \$ ____ N/A ____ |
| 3) Disease, Each Employee | \$ ____ N/A ____ |
| c. General Liability -- | |
| 1) General Aggregate: | <u>\$2,000,000.00</u> |
| 2) Each Occurrence (Bodily Injury and
Property Damage): | <u>\$1,000,000.00</u> |
| d. Excess Umbrella Liability -- | |
| 1) Each Occurrence: | \$ ____ N/A ____ |
| 2) General Aggregate: | \$ ____ N/A ____ |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ ____ N/A ____ |
| 2) Property Damage: | |
| a) Each Accident | \$ ____ N/A ____ |
|
[or] | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | <u>\$1,000,000.00</u> |
| f. Course of Construction (Builder's Risk) | \$ ____ N/A ____ |



November 26, 2024

Mayor Staci Albritton Mitchell
City of West Monroe
2305 North 7th Street
West Monroe, Louisiana 71291

RE: Engineering & Surveying Proposal for
Cotton Street Improvements:
Bridge Street to Wood Street
City of West Monroe
West Monroe, Louisiana

Dear Mayor:

Lazenby & Associates, Inc. is pleased to submit the attached Contract in the lump sum amount of **\$287,329.00** to provide professional engineering & surveying services as required to prepare construction plans and specifications for a city street improvement project on Cotton Street from Bridge Street to Wood Street. Our proposal includes the following tasks:

- Topographic Survey
- Final Design Plans
- Specifications
- Bid Project & Contract Award
- Project Construction Administration
- Resident Project Representative (Construction Inspection)

This proposal is based on a street construction project which includes a mill, patch and overlay on Cotton Street from Bridge Street to Wood Street with curb & gutter improvements and sidewalk improvements. It is our understanding that the City wishes to make geometric design changes to portions of Cotton Street in the Downtown Area in order to comply with the City's Downtown Master Plan. These changes include crosswalk improvements, new curb & gutter configurations & improvements, and new sidewalk configurations & improvements. Our Contract includes services to design the project in this manner with corresponding construction cost estimates.

This proposal does not include pavement borings during design or flexible pavement design (asphalt pavement). These services are listed, described and priced under a separate proposal from Terracon.

Mayor Staci Albritton Mitchell

November 26, 2024

Page 2

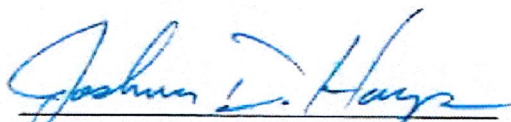
This proposal does not include geotechnical material testing services during construction. This testing is required during construction to ensure that the contractor's materials & methods are meeting the project specifications such as fill densities, stone densities, and pavement mixture & density. I recommend consulting with a materials testing and sampling firm at the time of construction contract award to negotiate hourly rates for these testing services during construction. Our firm can arrange those services on behalf of the City at the time of construction.

Should you be in agreement with our Contract, please acknowledge acceptance by signing in the spaces provided & tabbed for your convenience. The timeline for our survey & design is listed in Exhibit A, Part A.1.02.8 and Part A.1.03.6 of the Contract. During design, our firm will coordinate with the funding agency in order to submit final plans for approval to go out for public bid and request concurrence in construction contract award.

Please contact me should you have any questions concerning our proposal or if you wish to discuss the scope of this project in greater detail. Thank you for considering our firm for professional engineering services required on this project.

Sincerely,

LAZENBY & ASSOCIATES, INC.


Joshua D. Hays, P.E.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

ENGINEERING & SURVEYING SERVICES
COTTON STREET IMPROVEMENTS:
BRIDGE STREET TO WOOD STREET
FOR
CITY OF WEST MONROE
L & A, INC. PROJECT NO. 22E074.00

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE
and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been accepted by
United States Department of Agriculture
Rural Utilities Service, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract -- Funding Agency Edition (No. 1910-8-FA) (1997 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the other.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4344

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STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION

THIS IS AN AGREEMENT effective as of _____, 2024 ("Effective Date") between

City of West Monroe ("OWNER") and Lazenby & Associates, Inc., Consulting Engineers & Land Surveyors

("ENGINEER"). OWNER intends to improve Cotton Street from Bridge Street to Wood Street by a rehabilitation project including a mill, patch and overlay construction project including new curb & gutter and new sidewalks. ("Project").

(Lazenby & Associates, Inc. Project No. 22E074.00)

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

The ENGINEER shall proceed with services to perform the Engineering Services of the project as quickly as possible to submit plans and specifications to funding agencies and regulatory agencies. The project will consist of the following items:

- A. Topographic Surveying and Mapping
- B. Final Design Plans Completed and Submitted to Owner and Agency
- C. Specifications
- D. Bid Project & Contract Award
- E. Construction Administration
- F. Resident Project Representative

Engineering Fees for the above items are based upon a construction cost estimate of One Million Six Hundred Sixty Five Thousand and 00/100 Dollars (\$1,665,000.00).

This project is a design-bid-build project utilizing public funds. Each of these items will be coordinated with the City of West Monroe.

All additional project development phases will be performed under a Supplemental Agreement approved by the OWNER and the ENGINEER as necessary to advance this project in a timely manner.

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give written authorization to proceed with any phase of services within a reasonable period of time after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER'S services are extended by Contractor's actions or inactions for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER in accordance with Exhibit C for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and in a manner acceptable to OWNER. Invoices will be submitted to OWNER by ENGINEER no more than once per month. The amount billed in each invoice will be calculated on the basis set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 60 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 60 days after receipt of ENGINEER's invoice therefore, and funds are available for the Project, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 60th day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of termination under paragraphs 6.06A.1.b. and 6.06.A.2, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, including those provided or incurred after the effective date of termination, including, but not limited to, reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants and other related close-out costs, using methods and rates for Additional Services set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on

ENGINEER's services in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit."

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws and Regulations, and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to the scope, schedule, and compensation for ENGINEER's services.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested under this paragraph.

H. All Contract Documents and Applications for Payment shall be subject to AGENCY concurrence.

I. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

J. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

K. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

L. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

M. The General Conditions for any construction contract documents prepared hereunder are to be the

"Standard General Conditions of the Construction Contract -- Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8-FA, 1996 edition) unless OWNER, ENGINEER, and AGENCY mutually agree to use other General Conditions as specifically referenced in Exhibit I.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include construction observation, or review of the Contractor's performance, or any other Construction Phase services, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files on electronic media of text, data, or graphics or of other types (collectively termed electronic files) that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or

information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Electronic files that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored on electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the data. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents.

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested and if commercially available, ENGINEER shall obtain, and shall require ENGINEER's Consultants to obtain such additional insurance coverage, increased limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience*, by OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the successors of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C. shall appear in the Contract Documents.

6.09 Dispute Resolution

A. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.10 Hazardous Environmental Condition

A. OWNER represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other individual or entity encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of "hazardous substances," as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), if such "hazardous substances" are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks -- Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or

arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

C. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

D. In addition to the indemnity provided under paragraph 6.11.B. and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.D. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by certified mail (return receipt requested), or by facsimile, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits) and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Documents.
2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2, of this Agreement.
3. *AGENCY*--The Federal or state agency named on page 1 of this Agreement.
4. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition" including those Exhibits listed in Article 8.
5. *Application for Payment*--The form acceptable to ENGINEER which is to be used by

Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

6. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

7. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1 of this Agreement.

8. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

9. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the required form of Bid bond, and the proposed Contract Documents and Addenda, if any.

10. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor, OWNER, and AGENCY to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

11. *Construction Agreement*--The written agreement, contained in the Contract Documents between OWNER and Contractor covering the Work to be performed or furnished with respect to this Project.

12. *Construction Cost*--The cost to OWNER to construct those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER AND other design professionals and consultants, cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising

Total Project Costs.

13. *Contract Documents*--The Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretation and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement covering Work to be performed or furnished with respect to the Project.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference

standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--Those parts of the Contract Documents prepared or approved by Engineer which graphically show the scope, extent and character of the Work to be furnished and performed by Contractor. and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective. If no such date is indicated it means the date on which AGENCY concurs with the Construction Agreement.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which AGENCY concurs with the Agreement.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to perform or furnish Basic or Additional Services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Document which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's,

Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on the Drawings, Shop Drawings, and other documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show all changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER pursuant to Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project

Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas, indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where it, in the opinion of ENGINEER, is sufficiently complete in accordance with the Contract Documents so that it can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--The part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land,

rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services and documentation necessary to produce such construction and furnishing, installing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor, issued on or after the Effective Date of the Construction Agreement and signed by OWNER and AGENCY upon recommendation of ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents, signed by OWNER, Contractor and AGENCY upon recommendation of ENGINEER on or after the Effective Date of the Construction Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 7 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT.)

E. Exhibit E, "Notice of Acceptability of Work," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT.)

F. Exhibit F, "Construction Cost Limit," consisting of _____ page. (NOT APPLICABLE THIS CONTRACT.)

G. Exhibit G, "Insurance," consisting of 2 pages.

H. Exhibit H, "Dispute Resolution," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT)

I. Exhibit I, "Special Provisions," consisting of _____ pages. (NOT APPLICABLE THIS CONTRACT)

8.02 Agency Concurrence

A. Signature of a duly authorized representative of AGENCY in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to AGENCY's applicable requirements.

8.03 Total Agreement

A. This Agreement (consisting of pages 1 to 13 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

City of West Monroe

By (Signature):

Typed Name: Staci Albritton Mitchell

Title: Mayor

Date: , 2024

Designated Representative (paragraph 6.02.A.):

Staci Albritton Mitchell

Title: Mayor, City of West Monroe

Address for giving notices:

City of West Monroe

2305 North 7th Street

West Monroe, LA 71291

Phone Number: (318) 396-2600

Fax Number:

E-Mail Address: smitchell@westmonroe.la.gov

ENGINEER:

Lazenby & Associates, Inc.

By (Signature): 

Typed Name: Joshua D. Hays, P.E., M.S.C.E.

Title: Project Engineer

Date: , 2024

Designated Representative (paragraph 6.02.A.):

Joshua D. Hays, P.E., M.S.C.E.

Title: Project Engineer

Address for giving notices:

Lazenby & Associates, Inc.

2000 North 7th Street

West Monroe, LA 71291

Phone Number: (318) 387-2710

Fax Number: (318) 387-2718

E-Mail Address: jhays@lazenbyengr.com

AGENCY Concurrence

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the AGENCY hereby concurs in the form, content, and execution of this Agreement.

By: _____
AGENCY Official

Title: _____

Date: _____

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the **Standard Form of Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JH

ENGINEER's Services

PART 1 -- BASIC SERVICES

A.1.00 ENGINEER shall provide the following Basic Services.

A.1.01 Study and Report Phase.

A. ENGINEER shall:

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions as listed below available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's best judgment meet OWNER's requirements for the Project. The following alternate solutions will be evaluated:

None specified.

4. Assist with preparation of feasibility studies and rate schedules if required for the Project.

A.1.02 Preliminary Design Phase

A. ENGINEER shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. All topographic features will be shown relative to the boundary lines of the overall project.
3. Provide three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
4. Advise OWNER if additional reports, data or other information or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data or other information and services.
5. Based on the information contained in the Preliminary Design Phase documents, submit an opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
6. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

None

7. Furnish the Preliminary Design Phase documents for review by and with OWNER and AGENCY.

8. Submit 3 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER and AGENCY within 90 days of authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase shall be considered complete and subject to final payment when the Preliminary Design Phase documents are approved by OWNER, AGENCY and other governmental authorities having jurisdiction.

A.1.03 Final Design Phase

A. After acceptance by OWNER and AGENCY of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings and Specifications showing the scope, extent and character of the work to be performed and furnished by Contractor.

2. Prepare and provide technical criteria, written descriptions, design data and forms for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Final Design Plans & Specifications
 - b. Revised opinion of probable Construction Cost.

5. Prepare and furnish Final Design Plans & Specifications for review and approval by OWNER, its legal counsel and other advisors, as appropriate, and AGENCY, and assist OWNER in the preparation of other related documents. Bidding Documents will comply with AGENCY's requirements in effect as of the date of this Agreement.

6. Submit 3 final copies of the Final Design Plans & Specifications and a revised opinion of probable Construction Cost to OWNER and AGENCY within 120 days of authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has not been established under this Agreement is one.

D. ENGINEER's services under the Final Design Phase shall be considered complete when the Final Design Plans & Specifications are approved by OWNER, AGENCY, and other governmental authorities having jurisdiction.

A.1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER and AGENCY of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits for accessing the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, vendors, suppliers and other persons and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.

5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

None

6. Attend the Bid opening, prepare Bid tabulation sheets and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A.1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B.1.00.O.

3. *Pre-Construction Conference.* Along with the Resident Project Representative, participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

5. *Visits to Site and Observation of Construction.* In connection with observations of the Work of Contractor while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, but at least monthly, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Such visits and observations by ENGINEER and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER shall determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in this paragraph A.1.05.A.5 and other express or general limitations in this Agreement and elsewhere.

b. The purpose of ENGINEER's visits to and representation by the Resident Project Representative, if any, at the Site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed Work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the

completed Project as a functioning whole as indicated in the Contract Documents has been implemented and presented by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work or progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents. Item 11)

6. *Defective Work.* During such visits and on the basis of such observations, ENGINEER shall have authority to recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

7. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

8. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and shall prepare Change Orders and Work Change Directives as required.

9. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will be completed within 14 days of receipt of Contractor's submittal by ENGINEER and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

10. *Substitutes.* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.21 of this Exhibit A.

11. *Inspections and Tests.* Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

12. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

13. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying support documentation:

a. Recommend the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A.1.05.A.5.a. are expressly subject to the limitations set forth in paragraph A.1.05.A.5.b. and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment ENGINEER shall not thereby be deemed to have represented observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct or control such Work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

14. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.9 and marked-up record Drawings which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment, but the extent of such review will be limited as provided in paragraph A.1.05.A.13.; and ENGINEER shall transmit these documents to OWNER.

15. *Record Drawings.* Prepare and furnish to OWNER a set of reproducible Project Record Drawings showing appropriate record information based on Project documentation received from RPR and Contractor.

16. *Substantial Completion.* Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER, AGENCY's representative, and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER, AGENCY, and Contractor.

17. Perform or provide the following additional Construction Phase tasks or deliverables:

None

18. *Final Notice of Acceptability of the Work.* In company with OWNER's and AGENCY's representatives, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.13.b) to the best of ENGINEER's knowledge, information and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Unless otherwise notified in writing by OWNER, ENGINEER shall provide the services of a Resident Project Representative (RPR) at the Site to assist ENGINEER and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by AGENCY and this Agreement is amended accordingly. ENGINEER will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by OWNER and AGENCY. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or any of their subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for any Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

D. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment to contractor. If the Project involves more than one prime contract as indicated in paragraph A.1.03.C., Construction Phase services may be rendered at different times in respect to the separate Construction Agreements.

A. Upon written authorization from OWNER during the Post-Construction Phase, ENGINEER shall:

1. Provide assistance to OWNER in connection with the refining and adjusting of any Project equipment or system, in training OWNER's staff to operate and maintain the Project, equipment, and system, and, in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2. Together with OWNER and AGENCY's representative, visit the Project to observe any apparent defects in the completed Work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective Work.

3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

None

4. In company with OWNER (or OWNER's representative) and AGENCY's representative, perform a warranty inspection of the Project in the 11th month following Substantial Completion to ascertain whether items of Construction are subject to correction.

B. The ENGINEER shall provide a total of 10 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.

C. The Post-Construction Phase services may commence during the Construction Phase and will terminate one year after the date of Substantial Completion.

PART 2 -- ADDITIONAL SERVICES

A.2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, and with AGENCY concurrence, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.

3. Services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Part 1.

4. Services required as a result of OWNER's providing incomplete or incorrect Project information, with respect to Exhibit B.

5. Providing renderings or models for OWNER's use.

6. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of detailed cash flow and economic evaluations and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime contracts than specified in paragraph A.1.03.C.
10. Services (which are not part of Basic Services) during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents, or when it is learned after completing of the Final Design phase that the specified material or equipment is no longer manufactured or cannot be delivered in sufficient time to permit its timely incorporation into the Work.
13. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph A.1.06.A.
14. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services.
15. Providing construction surveys and staking to enable Contractor to perform work, other than required under paragraph A.1.05.A, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase Services beyond the Contract Times set forth in Exhibit C.
17. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph A.1.06.A.
18. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G.
20. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
21. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.
22. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.
23. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
24. Assistance provided by ENGINEER to OWNER in excess of the hours specified in paragraph A.1.06 (Post-Construction Phase).
25. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

SUGGESTED FORMAT
(for use with 1910-1-FA, 1997 Edition)

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JAH

OWNER's Responsibilities

PART I -- FURTHER RESPONSIBILITIES OF OWNER

B.1.00 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Project Site.

C. Following ENGINEER's assessment of initially-available Project information and data, upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional services. Such additional information or data would generally include the following:

1. property descriptions;
2. zoning, deed and other land use restrictions;
3. property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;
4. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof;
5. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas; and
6. data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Furnish as appropriate other services or direct ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide, as required for the Project:

1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;
2. legal services with regard to issues pertaining to the Project as OWNER requires, or ENGINEER reasonably requests;
3. such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid; and
4. placement and payment for advertisements as required in appropriate publications.

I. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.

J. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

K. If Resident Project Representative services are not provided pursuant to paragraph A.1.05.B.1 or otherwise, provide a representative to observe the progress and quality of the Work.

L. If OWNER designates a construction manager, an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the site, define and set forth in this Exhibit B the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

M. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion, final payment, and warranty inspections.

N. Provide the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to their incorporation into the Work, with appropriate professional interpretation thereof; other than those laboratories provided as sub-consultants in the Agreement.

O. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or

2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

P. Provide ENGINEER with the findings and reports generated by the entities providing outside services.

Q. Perform or provide the following additional services:

None identified at this time.

SUGGESTED FORMAT
(for use with 1910-1-FA, 1997 Edition)

Item 11)

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the Agreement between **OWNER** and **ENGINEER** for Professional Services -- Funding Agency Edition, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JAH

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is supplemented as follows:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER -- LUMP SUM METHOD

C.4.01 General

A. OWNER shall pay ENGINEER for all services described in Part 1 of Exhibit A performed or furnished by ENGINEER as follows:

1. For services performed or furnished under the Topographic Surveying and Mapping Phase, the lump sum of Sixteen Thousand Six Hundred Seventy and No/100 Dollars (\$16,670.00).
2. For services performed or furnished under the Final Design Phase, the lump sum of Seventy Two Thousand Five Hundred Sixty Seven and No/100 Dollars (\$72,567.00).
3. For services performed or furnished under the Specification Phase, the lump sum of Four Thousand Nine Hundred Twelve and No/100 Dollars (\$4,912.00).
4. For services performed or furnished under the Bid Project & Contract Award Phase, the lump sum of Eight Thousand Two Hundred Seventy and No/100 Dollars (\$8,270.00).
5. For Construction Administration services performed under the construction phase, the lump sum of Twelve Thousand One Hundred Ten and No/100 Dollars (\$12,110.00).
6. For services performed or furnished under the Resident Project Representative Phase, the lump sum of One Hundred Seventy Two Thousand Eight Hundred and No/100 Dollars (\$172,800.00).
7. The Lump Sum Compensation for services performed or furnished under paragraphs A.1.01 through A.1.06 shall be payable as follows:
 - a. A sum which equals 50 percent of the lump sum compensation payable under Paragraph C4.01.A.2, above, after the Final Design Phase documents are completed and submitted to OWNER and AGENCY.
 - b. A sum which, together with the compensation provided under Paragraph C.4.01.A.2, above, equals 70 percent of the Lump Sum Compensation payable under Paragraph C.4.01.A.2, after Final Design Phase Services are considered complete as defined in Exhibit A. Payments will be made on a monthly basis. However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of the sums paid to the ENGINEER.
 - c. A final payment which equals 100 percent of the Lump Sum Compensation payable under Paragraphs C.4.01.A.1 through C.4.01.A.10 shall be made when it is determined that all services required under Paragraph A.1.01 through A.1.06 have been completed. ENGINEER remains responsible to OWNER for the technical adequacy and completeness of such services.

B. *Period of Service.* The compensation amount stipulated in paragraphs C.4.01.A.1 through C.4.01.A.4 is conditioned on a period of service not exceeding 3 months. Should such period of service be extended, the compensation amount for ENGINEER's services shall be appropriately adjusted.

C. *Payments Upon Termination.* In the event of termination at any time during the performance of the Basic Services for which the ENGINEER's compensation is the amount set forth in paragraph C.4.01.A, ENGINEER shall be paid through the Effective Date of Termination according to the portion of services rendered. Provisions of Paragraph 4.02.D of the Agreement shall apply in determining payment.

D. *Construction Cost Limit.* If paragraph 5.02 of the Agreement is amended and supplemented by Exhibit F, ENGINEER shall so modify the Contract Documents thereunder without an increase in compensation for Basic Services provided and furnished under paragraph C.4.01.A.

C.4.02 For Resident Project Representative Services

A. OWNER shall pay ENGINEER for Resident Project Representative services under paragraph A.1.05 (Construction Phase) as follows:

1. Services and Reimbursable Expenses in accordance with Attachment 1.

2. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding 5 months and is estimated to be One Hundred Seventy Two Thousand Eight Hundred and No/100 Dollars (\$172,800.00) which such compensation shall not be exceeded without written approval of OWNER and concurrence of AGENCY.

3. ENGINEER will submit itemized invoices pursuant to paragraph 4.02.A for services furnished and Reimbursable Expenses incurred during the billing period. The invoice will be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.

4. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the percentage of construction completed.

C.4.03 For Additional Services

A. Additional Services are those services described in Part 2 of Exhibit A.

B. OWNER shall pay ENGINEER for Additional Services as follows:

1. For services of ENGINEER's employees engaged directly on the Project pursuant to Part 2 of Exhibit A, an amount equal to the cumulative hours devoted to the Project by each billing class of ENGINEER's employees times the hourly rates for each applicable billing class plus Reimbursable Expenses.

2. ENGINEER's Standard Hourly Rates Schedule and Reimbursable Expenses Schedule is attached to this Exhibit C as Attachment 1.

C.4.04 For Reimbursable Expenses

A. Compensation to ENGINEER under paragraph C.4.01 includes payment for the following categories of Reimbursable Expenses: transportation and subsistence incidental thereto; toll telephone calls, facsimiles and courier services; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

B. Reimbursable Expenses reasonably and necessarily incurred in connection with services provided under paragraphs C.4.02 and C.4.03 include providing and maintaining field office facilities including furnishings and utilities, subsistence and transportation, and will be paid at the rate set forth in Attachment 1.

C.4.05 ENGINEER's Consultants' Charges

A. Compensation to ENGINEER for services provided under Exhibit C includes:

1. ENGINEER's Consultants' charges.

2. ENGINEER's general and administrative overhead and profit associated with its responsibility for and the expenses of such services and direct costs.

C.4.06 Standard Hourly Rates

A. Standard Hourly Rates set forth in Attachment 1 include salaries and wages paid to personnel in each billing class, the cost of customary and statutory benefits, general and administrative overhead, and operating margin or profit.

C.4.07 Adjustments

A. All adjustments to ENGINEER's compensation shall be in accordance with generally accepted accounting practices as applied on a consistent basis by ENGINEER and consistent with ENGINEER's overall compensation practices and procedures.

B. The Standard Hourly Rates and Reimbursable Expenses Schedules used in determining compensation payable to ENGINEER will be adjusted annually (as of 01/01/25) to reflect equitable changes in the various components of said schedules.

C.4.08 Summary of Payments to ENGINEER

A. The compensation provisions of this Exhibit C are summarized as follows:

<u>Description of Service</u>	<u>Amount</u>	<u>Basis of Payment</u>
1. TOPOGRAPHIC SURVEYING AND MAPPING	\$ 16,670.00	Lump Sum
2. FINAL DESIGN PLANS	\$ 72,567.00	Lump Sum
3. SPECIFICATIONS	\$ 4,912.00	Lump Sum
4. BID PROJECT & CONTRACT AWARD	\$ 8,270.00	Lump Sum
5. CONSTRUCTION ADMINISTRATION	\$ 12,110.00	Lump Sum
6. RESIDENT PROJECT REPRESENTATIVE	\$172,800.00	Lump Sum

TOTAL CONTRACT AMOUNT = \$287,329.00

SUGGESTED FORMAT
(for use with No. 1910-1-FA, 1997 Edition)

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services -- Funding Agency Edition**, dated _____, 2024.

Initial:
OWNER _____
ENGINEER JAH

**Duties, Responsibilities and Limitations of Authority
of Resident Project Representative**

D.6.02 Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants and other field staff under this Exhibit D shall provide full time representation unless waived by AGENCY.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the Work, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in paragraph A.1.05 are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of approved Shop Drawings and Samples.
- b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of Contractor's work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

9. *Inspections, Tests, and System Startups:*

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

10. *Records:*

a. Maintain at the job Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of

materials and equipment.

- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of construction furnish original set of all RPR Project documentation to ENGINEER.

11. *Reports:*

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that material and equipment certifications, maintenance and operation manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has had performed inspections required by Laws and Regulations applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, AGENCY's representative and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Limitations of Authority of RPR

Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
- 2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques or sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize OWNER to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

SUGGESTED FORMAT
(for use with No. 1910-1-FA, 1997 Edition)

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part
of the Agreement between **OWNER** and **ENGINEER** for
Professional Services -- Funding Agency Edition, dated
_____, 2024.

Initial:
OWNER _____
ENGINEER JDH

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties:

G.6.05. Insurance.

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory Limits
b. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000.00</u>
2) General Aggregate:	<u>\$2,000,000.00</u>
c. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	<u>\$ N/A</u>
2) Property Damage:	
a) Each Accident	<u>\$ N/A</u>
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	<u>\$1,000,000.00</u>
d. Professional Liability Insurance	<u>\$1,000,000.00</u>

2. By OWNER:

- | | |
|---|-----------------------|
| a. Workers' Compensation: | Statutory Limits |
| b. Employer's Liability -- | |
| 1) Each Accident | <u>\$1,000,000.00</u> |
| 2) Disease, Policy Limit | \$ ____ N/A ____ |
| 3) Disease, Each Employee | \$ ____ N/A ____ |
| c. General Liability -- | |
| 1) General Aggregate: | <u>\$2,000,000.00</u> |
| 2) Each Occurrence (Bodily Injury and
Property Damage): | <u>\$1,000,000.00</u> |
| d. Excess Umbrella Liability -- | |
| 1) Each Occurrence: | \$ ____ N/A ____ |
| 2) General Aggregate: | \$ ____ N/A ____ |
| e. Automobile Liability -- | |
| 1) Bodily Injury: | |
| a) Each Accident | \$ ____ N/A ____ |
| 2) Property Damage: | |
| a) Each Accident | \$ ____ N/A ____ |
| <i>[or]</i> | |
| 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | <u>\$1,000,000.00</u> |
| f. Course of Construction (Builder's Risk) | \$ ____ N/A ____ |

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS, BEING THE BID OF OUACHITA ELECTRICAL CONTRACTORS, INC. FOR \$38,749.50; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH OUACHITA ELECTRICAL CONTRACTORS, INC. FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS THE “CLASS STREET SEWER LIFT STATION”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that project described as the “Class Street Sewer Lift Station”, being the bid of Ouachita Electrical Contractors, Inc. in the amount of \$38,749.50.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, as Mayor, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with Ouachita Electrical Contractors, Inc., for certain construction services in connection with the “Class Street Sewer Lift Station” project, all according to the terms, conditions and provisions set forth in the copy of that contract attached as Exhibit “A”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, passed and adopted the 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
(hereinafter called OWNER) and Ouachita Electrical Contractors, LLC
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a new sewer lift station.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Class Street Sewer Lift Station
West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 20 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit

Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed, less the aggregate of payments previously made, less retainage as shown below, and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. Retainage withheld shall be ten percent (10%) for contract amounts of less than five-hundred thousand dollars (\$500,000.00).
- b. Retainage withheld shall be five percent (5%) for contract amounts of five-hundred thousand dollars (\$500,000.00) or more.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less retainage, and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

Agreement Form – Unit Price
00 52 43 - 3

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. General Conditions (pages 1 to 42, inclusive);
5. Supplementary Conditions (pages 1 to 11, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Class Street Sewer Lift Station
8. Addenda (numbers ____ to ____, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (1 page);
 - b. CONTRACTOR's Bid (pages 1 to 4, inclusive);
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

Agreement Form – Unit Price
00 52 43 - 4

c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

City of West Monroe

By: _____

Staci Albritton Mitchell, Mayor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

2305 North 7th Street

West Monroe, Louisiana 71291

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Staci Albritton Mitchell

Title: Mayor

Address: 2305 North 7th Street

West Monroe, Louisiana 71291

Phone: (318) 396-2600

Facsimile: _____

CONTRACTOR:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT

SECTION 00 41 43

BID FORM – UNIT PRICE

PROJECT IDENTIFICATION: Class Street Sewer Lift Station
 City of West Monroe
 Ouachita Parish, Louisiana
 L&A, Inc. Project No. 24E068.00

NAME AND ADDRESS OF BIDDER: Ouachita Electrical Contractors, LLC
122 Watson St.
West Monroe, LA 71292

THIS BID IS SUBMITTED TO: City of West Monroe
 2305 North 7th Street
 West Monroe, LA 71291

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>11-14-24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

Bid Form – Unit Price
 00 41 43 - 1

BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization	100%	Lump Sum	<u>4500</u> Dollars <u>0</u> Cents	\$ 4500.00
2	Simplex Grinder Pump Station	100%	Lump Sum	<u>12,100</u> Dollars <u>0</u> Cents	\$ 12,100.00
3	1.25" Schedule 80 PVC Force Main (Open Cut)	14	Linear Feet	<u>12</u> Dollars <u>0</u> Cents	\$ 168.00
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	9	Linear Feet	<u>100</u> Dollars <u>0</u> Cents	\$ 900.00
5	Tie Services & Force Main to Receiving Structures	100%	Lump Sum	<u>19,950</u> Dollars <u>50</u> Cents	\$ 19,950.50
6	Temporary Signs & Barricades	100%	Lump Sum	<u>125</u> Dollars <u>0</u> Cents	\$ 125.00
7	Final Clean-Up and Erosion Control	100%	Lump Sum	<u>500</u> Dollars <u>0</u> Cents	\$ 500.00

TOTAL OF BASE BID = \$ 38,749.50

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 20 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on Nov 20th, 2024.

State Contractor License No. 48128

If Bidder is:

An Individual

Bid Form – Unit Price
00 41 43 - 3

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Quelita Electrical Contractors (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): LLC

By: M.J. Redmond
(Signature -- attach evidence of authority to sign)

Name (typed or printed): M.J. Redmond

Title: Owner

Attest _____ (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 174 Wesson St

Phone No.: 318 323 2525 FAX No.: _____

Date of Qualification to do business is _____

END OF SECTION

Bid Form – Unit Price
 00 41 43 - 4

Resolution by the Members
for
OUACHITA ELECTRICAL CONTRACTOR, LLC

We, the undersigned, the members of this limited liability company, consent and agree that the following company resolution was made on the 1 day of JANUARY 2022, at the following location:

122 WASSAN STREET
WEST MONROE, LA 71292

We do hereby consent to the adoption of the following as if it was adopted at a specially called meeting of the members for this Company. In accordance with State laws and the Operating Agreement of this Company, the members decided unanimously that:

MAURICE J. REDMOND HAS FULL AUTHORITY TO SIGN CONTRACTS ON BEHALF OF
OUACHITA ELECTRICAL CONTRACTOR, LLC.

Now, therefore, it is resolved, that the Company shall:

OUACHITA ELECTRICAL CONTRACTOR, LLC'S CONTRACTS WILL BE AUTHORIZED AND SIGNED
BY MAURICE J. REDMOND (MANAGING MEMBER).

The members of this Company are authorized to perform the acts to carry out this Resolution.

[signatures on the following page]

We, the undersigned members of this limited liability company, **unanimously consent and agree** to all of the above on this 1 day of JANUARY 2022.

Maurice J. Redmond
Member Signature

MAURICE J. REDMOND
Printed Name

1-1-22
Date

Maurice J. Redmond, Jr.
Member Signature

MAURICE J. REDMOND, JR.
Printed Name

1/1/22
Date

Jennifer McLeod
Member Signature

JENNIFER MCLEOD
Printed Name

1/1/22
Date

Shannon Redmond
Member Signature

SHANNON REDMOND
Printed Name

1/1/22
Date

BID TABULATION
Class Street Sewer Lift Station
City of West Monroe
L & A PROJECT NO. 24E068.00
November 20, 2024

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Ouachita Electrical Contractors, LLC		Jabar Corporation		Engineer's Estimate	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	Lump Sum	100%	\$4,500.00	\$4,500.00	\$8,141.70	\$8,141.70	\$4,000.00	\$4,000.00
2	Simplex Grinder Pump Station	Lump Sum	100%	\$12,600.00	\$12,600.00	\$29,949.40	\$29,949.40	\$17,000.00	\$17,000.00
3	1.25" Schedule 80 PVC Force Main (Open Cut)	Linear Feet	14	\$12.00	\$168.00	\$334.60	\$4,684.40	\$100.00	\$1,400.00
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	Linear Feet	9	\$100.00	\$900.00	\$334.60	\$3,011.40	\$200.00	\$1,800.00
5	Tie Services & Force Main to Receiving Structures	Lump Sum	100%	\$19,956.50	\$19,956.50	\$6,557.00	\$6,557.00	\$11,800.00	\$11,800.00
6	Temporary Signs & Barricades	Lump Sum	100%	\$125.00	\$125.00	\$2,545.40	\$2,545.40	\$2,500.00	\$2,500.00
7	Final Clean-Up and Erosion Control	Lump Sum	100%	\$500.00	\$500.00	\$5,670.00	\$5,670.00	\$1,500.00	\$1,500.00
Actual Total Base Bid:				\$38,749.50		\$60,559.30		\$40,000.00	
Total Base Bid Tendered:				\$38,749.50		\$60,559.30		N/A	

EVALUATED AND CERTIFIED CORRECT BY:

Joshua D. Hays

Joshua D. Hays, P.E., M.S.C.E.
November 20, 2024





2000 NORTH 7TH STREET
WEST MONROE, LA 71291
TEL. 318/387-2710

November 20, 2024

Mayor Staci Albritton Mitchell
City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

RE: Class Street Sewer Lift Station
City of West Monroe
L & A, Inc. Project No. 24E068.00

Dear Mayor Mitchell:

Three (3) bidders were invited to submit letter bids and two (2) letter bids were received at our office for the referenced project. The bid tabulation for the project is included with this transmittal. The construction estimate for this project was \$40,000.00. Ouachita Electrical Contractors, LLC was the responsible, responsive low bidder with a bid of \$38,749.50.

We recommend that the City of West Monroe accept the bid of \$38,749.50 from Ouachita Electrical Contractors, LLC at the December 3, 2024 City Council meeting.

I have also enclosed the Notice of Award for this project. Once the bid is accepted by the City of West Monroe, please sign the Notice of Award and return to our office for further processing. Should you have any questions or wish to discuss this transmittal in greater detail, please give me a call.

Sincerely,

LAZENBY & ASSOCIATES, INC.

Joshua D. Hays, P.E., M.S.C.E.

Enclosures

Copy: Doug Caldwell, City Attorney (via email)
Matthew Wilson, Finance Director (via email)
Daryl Platt, Public Works Director (via email)
Jonathan Kaufman, Director of Building & Development (via email)

BID TABULATION
Class Street Sewer Lift Station

City of West Monroe

L & A PROJECT NO. 24E068.00
November 20, 2024

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Ouachita Electrical Contractors, LLC		Jabar Corporation		Engineer's Estimate	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	Lump Sum	100%	\$4,500.00	\$4,500.00	\$8,141.70	\$8,141.70	\$4,000.00	\$4,000.00
2	Simplex Grinder Pump Station	Lump Sum	100%	\$12,600.00	\$12,600.00	\$29,949.40	\$29,949.40	\$17,000.00	\$17,000.00
3	1.25" Schedule 80 PVC Force Main (Open Cut)	Linear Feet	14	\$12.00	\$168.00	\$334.60	\$4,684.40	\$100.00	\$1,400.00
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	Linear Feet	9	\$100.00	\$900.00	\$334.60	\$3,011.40	\$200.00	\$1,800.00
5	Tie Services & Force Main to Receiving Structures	Lump Sum	100%	\$19,956.50	\$19,956.50	\$6,557.00	\$6,557.00	\$11,800.00	\$11,800.00
6	Temporary Signs & Barricades	Lump Sum	100%	\$125.00	\$125.00	\$2,545.40	\$2,545.40	\$2,500.00	\$2,500.00
7	Final Clean-Up and Erosion Control	Lump Sum	100%	\$500.00	\$500.00	\$5,670.00	\$5,670.00	\$1,500.00	\$1,500.00
Actual Total Base Bid:				\$38,749.50		\$60,559.30		\$40,000.00	
Total Base Bid Tendered:				\$38,749.50		\$60,559.30		N/A	

EVALUATED AND CERTIFIED CORRECT BY:

Joshua D. Hays

Joshua D. Hays, P.E., M.S.C.E.
 November 20, 2024



SECTION 00 51 00

NOTICE OF AWARD

TO: Ouachita Electrical Contractors, LLC
 ADDRESS: 122 Wassan Street
West Monroe, LA 71292
 PROJECT: Class Street Sewer Lift Station
West Monroe, Louisiana
L & A, Inc. Project No. 24E068.00

You are notified that your Bid dated November 20, 2024 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract.

The Contract Price of your Contract is Thirty Eight Thousand Seven Hundred Forty Nine and 50/XX Dollars (\$38,749.50). This Contract Price is as determined from Unit Prices submitted in your Bid for the various construction items.

Four (4) copies of each of the proposed Contract Documents (except Drawings) will be delivered separately. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to the OWNER Four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.01.B).
3. Return an acknowledged copy of this Notice of Award to the OWNER.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default and to annul this Notice of Award. Within ten days after you comply with the above conditions, the OWNER will return to you counterparts of the Contract Documents for execution.

Dated this _____ day of _____, 2024.

OWNER: City of West Monroe

BY: _____

Staci Albritton Mitchell

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by _____, on this the _____ day of _____, 2024.

BY: _____

NAME: _____

TITLE: _____



November 20, 2024

Mayor Staci Albritton Mitchell
City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

RE: Class Street Sewer Lift Station
City of West Monroe
L & A, Inc. Project No. 24E068.00

Dear Mayor Mitchell:

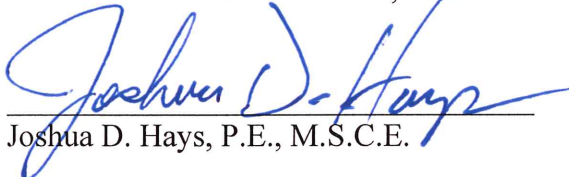
Three (3) bidders were invited to submit letter bids and two (2) letter bids were received at our office for the referenced project. The bid tabulation for the project is included with this transmittal. The construction estimate for this project was \$40,000.00. Ouachita Electrical Contractors, LLC was the responsible, responsive low bidder with a bid of \$38,749.50.

We recommend that the City of West Monroe accept the bid of \$38,749.50 from Ouachita Electrical Contractors, LLC at the December 3, 2024 City Council meeting.

I have also enclosed the Notice of Award for this project. Once the bid is accepted by the City of West Monroe, please sign the Notice of Award and return to our office for further processing. Should you have any questions or wish to discuss this transmittal in greater detail, please give me a call.

Sincerely,

LAZENBY & ASSOCIATES, INC.



Joshua D. Hays, P.E., M.S.C.E.

Enclosures

Copy: Doug Caldwell, City Attorney (via email)
Matthew Wilson, Finance Director (via email)
Daryl Platt, Public Works Director (via email)
Jonathan Kaufman, Director of Building & Development (via email)

BID TABULATION

Class Street Sewer Lift Station

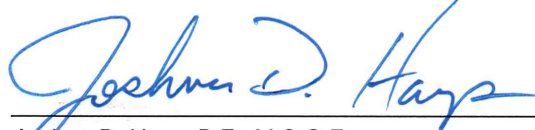
City of West Monroe

L & A PROJECT NO. 24E068.00

November 20, 2024

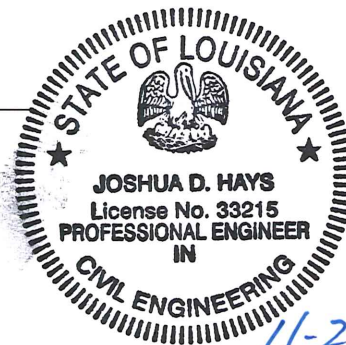
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Ouachita Electrical Contractors, LLC		Jabar Corporation		Engineer's Estimate	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	Lump Sum	100%	\$4,500.00	\$4,500.00	\$8,141.70	\$8,141.70	\$4,000.00	\$4,000.00
2	Simplex Grinder Pump Station	Lump Sum	100%	\$12,600.00	\$12,600.00	\$29,949.40	\$29,949.40	\$17,000.00	\$17,000.00
3	1.25" Schedule 80 PVC Force Main (Open Cut)	Linear Feet	14	\$12.00	\$168.00	\$334.60	\$4,684.40	\$100.00	\$1,400.00
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	Linear Feet	9	\$100.00	\$900.00	\$334.60	\$3,011.40	\$200.00	\$1,800.00
5	Tie Services & Force Main to Receiving Structures	Lump Sum	100%	\$19,956.50	\$19,956.50	\$6,557.00	\$6,557.00	\$11,800.00	\$11,800.00
6	Temporary Signs & Barricades	Lump Sum	100%	\$125.00	\$125.00	\$2,545.40	\$2,545.40	\$2,500.00	\$2,500.00
7	Final Clean-Up and Erosion Control	Lump Sum	100%	\$500.00	\$500.00	\$5,670.00	\$5,670.00	\$1,500.00	\$1,500.00
Actual Total Base Bid:				\$38,749.50		\$60,559.30		\$40,000.00	
Total Base Bid Tendered:				\$38,749.50		\$60,559.30		N/A	

EVALUATED AND CERTIFIED CORRECT BY:



Joshua D. Hays, P.E., M.S.C.E.

November 20, 2024



SECTION 00 51 00

NOTICE OF AWARD

TO: Ouachita Electrical Contractors, LLC
 ADDRESS: 122 Wassan Street
West Monroe, LA 71292
 PROJECT: Class Street Sewer Lift Station
West Monroe, Louisiana
L & A, Inc. Project No. 24E068.00

You are notified that your Bid dated November 20, 2024 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract.

The Contract Price of your Contract is Thirty Eight Thousand Seven Hundred Forty Nine and 50/XX Dollars (\$38,749.50). This Contract Price is as determined from Unit Prices submitted in your Bid for the various construction items.

Four (4) copies of each of the proposed Contract Documents (except Drawings) will be delivered separately. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to the OWNER Four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.01.B).
3. Return an acknowledged copy of this Notice of Award to the OWNER.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default and to annul this Notice of Award. Within ten days after you comply with the above conditions, the OWNER will return to you counterparts of the Contract Documents for execution.

Dated this _____ day of _____, 2024.

OWNER: City of West Monroe

BY: _____

Staci Albritton Mitchell

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by _____, on this the _____ day of _____, 2024.

BY: _____

NAME: _____

TITLE: _____

SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
 (hereinafter called OWNER) and Ouachita Electrical Contractors, LLC
 (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a new sewer lift station.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Class Street Sewer Lift Station
 West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc.
 2000 North 7th Street
 West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 20 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit

Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed, less the aggregate of payments previously made, less retainage as shown below, and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. Retainage withheld shall be ten percent (10%) for contract amounts of less than five-hundred thousand dollars (\$500,000.00).
- b. Retainage withheld shall be five percent (5%) for contract amounts of five-hundred thousand dollars (\$500,000.00) or more.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less retainage, and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. General Conditions (pages 1 to 42, inclusive);
5. Supplementary Conditions (pages 1 to 11, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Class Street Sewer Lift Station
8. Addenda (numbers ____ to ____, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (1 page);
 - b. CONTRACTOR's Bid (pages 1 to 4, inclusive);
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

City of West Monroe _____

By: _____
Staci Albritton Mitchell, Mayor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

2305 North 7th Street

West Monroe, Louisiana 71291

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Staci Albritton Mitchell

Title: Mayor

Address: 2305 North 7th Street

West Monroe, Louisiana 71291

Phone: (318) 396-2600

Facsimile: _____

CONTRACTOR:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT

SECTION 00 41 43

BID FORM – UNIT PRICE

PROJECT IDENTIFICATION: Class Street Sewer Lift Station
 City of West Monroe
 Ouachita Parish, Louisiana
 L&A, Inc. Project No. 24E068.00

NAME AND ADDRESS OF BIDDER: Ouachita Electrical Contractors, LLC
122 Watsun St.
West Monroe, LA 71292

THIS BID IS SUBMITTED TO: City of West Monroe
 2305 North 7th Street
 West Monroe, LA 71291

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>11-14-24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

Bid Form – Unit Price
 00 41 43 - 1

BASE BID

Item No.	Description	Quantity	Unit	Unit Price		Extension
1	Mobilization	100%	Lump Sum	<u>4500</u>	Dollars	\$ 4500.00
				<u>0</u>	Cents	
2	Simplex Grinder Pump Station	100%	Lump Sum	<u>12,000</u>	Dollars	\$ 12,000.00
				<u>0</u>	Cents	
3	1.25" Schedule 80 PVC Force Main (Open Cut)	14	Linear Feet	<u>12</u>	Dollars	\$ 168.00
				<u>0</u>	Cents	
4	1.25" Schedule 80 PVC Force Main (Directional Bore)	9	Linear Feet	<u>100</u>	Dollars	\$ 900.00
				<u>0</u>	Cents	
5	Tie Services & Force Main to Receiving Structures	100%	Lump Sum	<u>19,950</u>	Dollars	\$ 19,950.50
				<u>50</u>	Cents	
6	Temporary Signs & Barricades	100%	Lump Sum	<u>125</u>	Dollars	\$ 125.00
				<u>0</u>	Cents	
7	Final Clean-Up and Erosion Control	100%	Lump Sum	<u>500</u>	Dollars	\$ 500.00
				<u>0</u>	Cents	

TOTAL OF BASE BID = \$ 38,749.50

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 20 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on Nov 20th, 2024.

State Contractor License No. 48128

If Bidder is:

An Individual

Bid Form – Unit Price
00 41 43 - 3

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Quachita Electrical Contractors (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): LLC

By: M.J. Redmond
(Signature -- attach evidence of authority to sign)

Name (typed or printed): M.J. Redmond

Title: Owner

Attest _____ (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 124 Wesson St

Phone No.: 318-323-2525 FAX No.: _____

Date of Qualification to do business is _____

END OF SECTION

Resolution by the Members

for

OUACHITA ELECTRICAL CONTRACTOR, LLC

We, the undersigned, the members of this limited liability company, consent and agree that the following company resolution was made on the 1 day of JANUARY 2022, at the following location:

122 WASSAN STREET
WEST MONROE, LA 71292

We do hereby consent to the adoption of the following as if it was adopted at a specially called meeting of the members for this Company. In accordance with State laws and the Operating Agreement of this Company, the members decided unanimously that:

MAURICE J. REDMOND HAS FULL AUTHORITY TO SIGN CONTRACTS ON BEHALF OF
OUACHITA ELECTRICAL CONTRACTOR, LLC.

Now, therefore, it is resolved, that the Company shall:

OUACHITA ELECTRICAL CONTRACTOR, LLC'S CONTRACTS WILL BE AUTORIZED AND SIGNED
BY MAURICE J. REDMOND (MANAGING MEMBER).

The members of this Company are authorized to perform the acts to carry out this Resolution.

[signatures on the following page]

We, the undersigned members of this limited liability company, **unanimously consent and agree** to all of the above on this 1 day of JANUARY 2022.

Maurice J. Redmond
Member Signature

MAURICE J. REDMOND
Printed Name

1-1-22
Date

Maurice J. Redmond, Jr.
Member Signature

MAURICE J. REDMOND, JR.
Printed Name

1/1/22
Date

Jennifer McLeod
Member Signature

JENNIFER MCLEOD
Printed Name

1/1/22
Date

Shannon Redmond
Member Signature

SHANNON REDMOND
Printed Name

1/1/22
Date

BID TABULATION
Class Street Sewer Lift Station
City of West Monroe
L & A PROJECT NO. 24E068.00
November 20, 2024

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Ouachita Electrical Contractors, LLC		Jabar Corporation		Engineer's Estimate	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	Lump Sum	100%	\$4,500.00	\$4,500.00	\$8,141.70	\$8,141.70	\$4,000.00	\$4,000.00
2	Simplex Grinder Pump Station	Lump Sum	100%	\$12,600.00	\$12,600.00	\$29,949.40	\$29,949.40	\$17,000.00	\$17,000.00
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5	Tie Services & Force Main to Receiving Structures	Lump Sum	100%	\$19,956.50	\$19,956.50	\$6,557.00	\$6,557.00	\$11,800.00	\$11,800.00
6	Temporary Signs & Barricades	Lump Sum	100%	\$125.00	\$125.00	\$2,545.40	\$2,545.40	\$2,500.00	\$2,500.00
7	Final Clean-Up and Erosion Control	Lump Sum	100%	\$500.00	\$500.00	\$5,670.00	\$5,670.00	\$1,500.00	\$1,500.00
Actual Total Base Bid:				\$38,749.50		\$60,559.30		\$40,000.00	
Total Base Bid Tendered:				\$38,749.50		\$60,559.30		N/A	

EVALUATED AND CERTIFIED CORRECT BY:

Joshua D. Hays

Joshua D. Hays, P.E., M.S.C.E.
November 20, 2024



CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS, BEING THE BID OF DON M. BARRON CONTRACTOR, INC. FOR \$5,601,381.00; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH DON M. BARRON CONTRACTOR, INC. FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS THE “NEW DRAGO STREET SANITARY SEWER LIFT STATION IMPROVEMENTS”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that project described as the “New Drago Street Sanitary Sewer Lift Station”, being the bid of Don M. Barron Contractor, Inc. in the amount of \$5,601,381.00.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, as Mayor, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with Don M. Barron Contractor, Inc., for certain construction services in connection with the ““New Drago Street Sanitary Sewer Lift Station” project, all according to the terms, conditions and provisions set forth in the copy of that contract attached as Exhibit “B”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in special and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in special and legal session convened, voted on by yea and nay vote, passed and adopted the 3rd day of December, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 3RD DAY OF
DECEMBER, 2024

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

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

NOTICE OF AWARD

Date: December 3, 2024

To: Don M. Barron Contractor, Inc.
408 Cedar Street
Farmerville, LA 71241

Project: City of West Monroe
New Drago Street Sanitary Sewer
Lift Station Improvements

You are hereby notified that your BID for the referenced PROJECT in the amount of **\$5,601,381.00** has been accepted by the OWNER. This BID was received by the City of West Monroe on **October 10, 2024**.

Certificate(s) of Insurance, and other certifications/attestations required by the Bidding Documents were received by the City of West Monroe within ten (10) calendar days from the bid opening.

You are required to furnish the executed Agreement and Performance/Payment Bond(s) within ten (10) days from this Notice. The Agreement is therefore due to the City of West Monroe on or before **December 13, 2024**.

If you fail to execute said Agreement and to furnish the required documents by the prescribed dates, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER: City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Don M. Barron Contractor, Inc. on this the _____ day of _____, 2024.

By: _____
David C. Farrar
Executive Vice President/Secretary

AGREEMENT

THIS AGREEMENT, made this 13th day of December, 2024, by and between **City of West Monroe**, hereinafter called "OWNER" and **Don M. Barron Contractor, Inc.** doing business as a corporation, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

CITY OF WEST MONROE

NEW DRAGO STREET SANITARY SEWER

LIFT STATION IMPROVEMENTS

2. The CONTRACTOR will furnish all material (in addition to Owner furnished items), supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 300 calendar days thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. It is agreed and understood that the furnishing and delivery of the above enumerated work by the Contractor shall be completed and ready for use as stated above. In default thereof, the Contractor shall be liable for liquidated damages in the amount of Five Hundred and no/100 Dollars (\$500) per calendar day of delinquency.

5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the total sum of \$5,601,381.00, based on the unit prices and quantities of work as shown in the BID schedule.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BID
- (B) Agreement
- (C) General Conditions
- (D) Special Conditions
- (E) Performance BOND
- (F) Payment BOND
- (J) DRAWINGS prepared by S. E. Huey Co., numbered 199499-CVR through 199499-E2 dated August, 2024
- (K) SPECIFICATIONS prepared by S. E. Huey Co. dated September 5, 2024.
- (L) ADDENDA:
 No. 1, dated September 23, 2024.
 No. 2, dated October 4, 2024.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrator, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (4) each of which shall be
 (No. of Copies)
 deemed an original on date first above written.

[SIGNATURES ON FOLLOWING PAGE]

OWNER:

City of West Monroe

BY _____

Name Staci Albritton Mitchell

Title Mayor

WITNESS:

Name _____
(Print)

WITNESS:

Name _____
(Print)

CONTRACTOR:

Don M. Barron Contractor, Inc.

BY _____

Name: David C. Farrar

Title Executive Vice President/Secretary

WITNESS:

Name _____
(Print)

WITNESS:

Name _____
(Print)



INFRASTRUCTURE PROJECT UPDATE

December 3, 2024

UNDER CONSTRUCTION

Project	Description	Funding	Status
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	Construction complete. Punchlist items remain.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction complete. Punchlist items remain.
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	Construction complete. Punchlist items complete. Awaiting receipt of clear lien to release retainage.
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	All work completed. Awaiting receipt of clear lien to release retainage.
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	Bypass pumping in place. Contractor ordering equipment & material
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Under construction.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Construction underway.

Project Classifications

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

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



S. E. Huey Co.
Engineering • Surveying
Established 1928

IN DESIGN			
Project	Description	Funding	Status
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	Water Sector Program awarding additional \$2,119,059. Recommending award of construction contract to Don M. Barron Contractor, Inc.
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	Plans sent to Rec Trails for review.
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	98% preliminary design
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	95% preliminary design.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
Arkansas Road Improvements	Widen and Rehabilitate Arkansas Road, From N. 7th to Otis St.	Urban Systems (80/20)	Design Phase.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Soliciting proposals for the Cultural Resource Survey. Section 404 Permit under USACE review.
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)	Revised contract pending.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design and permitting phase.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	60% Preliminary Plans submitted to FEMA.
Cypress - Slack Drainage (LWI)	Drainage improvements at Golf Course Creek crossings of Cypress and Slack Streets.	LWI/City	H&H Study in progress. Awaiting instructions for upload of design scope amendment request.
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	Updating topographic survey and preliminary layout.
Black Bayou Canal - Thomas Rd. Area (EDA)	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	Design Phase.
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Design Phase.
S. Riverfront Water Main Improvements (CWEF FY22-23)	Replacement of water lines along South Riverfront St.	CWEF/City	Design Phase.
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Design Phase.

Project Classifications

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

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

**S. E. Huey Co.**Engineering • Surveying
Established 1928

**DECEMBER 3, 2024
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 24E038.00**

Kiroli Walk Trail Improvements – City Project No. C22002

- Benchmark Construction Group is under construction

Sunshine Heights Drainage Improvements – City Project No. C22024

- Finalizing plans for submittal to State Agency & City review

North 3rd Street Improvements – City Project No. C23013

- Bentz Construction Group is under construction, drainage work & new curb & gutter construction is complete, milling is complete & overlaying will begin soon
- Project site will be prepared for the December 7 parade & contractor is aware

City Street Evaluation & Report

- Continuing traffic counts

West Monroe Sports Complex Additional Parking

- Project is under design

Capital Outlay Requests FY 2025-2026

- Twelve (12) funding application requests submitted to the State for consideration
- A summary of the funding applications will be delivered to the City & elected officials this week

Downtown Utility Survey & Preliminary Engineering

- Subsurface Utility Exploration crews have mobilized & began. Crews will be working in the area for the next few weeks
- Survey crews will be tying the data located by the utility crews & initiating the topographic survey

FUND 901 Utility Enterprise Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
101 01 00	Cash / Operating Cash	672,477.26	
115 10 10	Utility Billing / Utility	1,596,385.11	
115 12 00	Accounts Receivable / Billed Services	17,175.00	
115 40 20	Due From Employees / Travel Advances	45.00	
115 50 10	NSF Checks / NSF	.00	
115 70 15	Due From Other Entities / Georgia Pacific	.00	
115 70 20	Due From Other Entities / Riverwood	12,125.00	
116 10 00	Allowance for Uncollectab / Utility Billing		770,911.31
126 12 10	Ouachita Parish / Sewer Dist #5	78,882.71	
130 60 18	Due From Other Funds / City General Fund	.00	
149 10 00	Deferred Charges / Net Pension Liability	1,537,845.56	
151 10 00	Non-Current Assets / Investments	.00	
161 00 00	Fixed Assets / Land	74,150.00	
162 00 00	Fixed Assets / Infrastructure	54,724,684.00	
162 10 00	Infrastructure / Accumulated Depreciation		31,682,986.94
163 00 00	Fixed Assets / Building	73,435.92	
163 10 00	Building / Accumulated Depreciation		73,434.75
164 00 00	Fixed Assets / Imp Other Than Buildings	.00	
164 10 00	Imp Other Than Buildings / Accumulated Depreciation	.00	
165 00 00	Fixed Assets / Machinery & Equipment	2,058,506.28	
165 10 00	Machinery & Equipment / Accumulated Depreciation		1,842,390.26
166 00 00	Fixed Assets / Construction in Progress	.00	
202 00 00	Current Liabilities / Vouchers/Accounts Payable		15,170.33
202 10 00	Vouchers/Accounts Payable / Accounts Payable General		.00
206 00 00	Current Liabilities / Retainage Payable		.00
207 10 35	Sales Tax Payable / Water		49,057.59

FUND 901 Utility Enterprise Fund

ACCOUNT	ACCOUNT DESCRIPTION	DEBIT BALANCE	CREDIT BALANCE
208 11 00	Due to Other Funds / City General Fund		.00
208 23 00	Due to Other Funds / 2010 DEQ SRB Sinking Fund		.00
208 24 00	Due to Other Funds / 2010 DEQ SRB Reserve Fund		.00
208 25 00	Due to Other Funds / 2010 DEQ SRB Cap Add & Cn		591,000.00
217 10 35	Taxes Payable / Unemployment Tax		.00
218 01 00	Payroll Liabilities / Accrual Offset		.00
218 02 00	Payroll Liabilities / Salaries Payable		.00
218 03 00	Payroll Liabilities / Accrued VAC/SIC		209,917.68
223 10 00	Deferred Revenue / Overpayments		879,786.96
223 11 00	Deferred Revenue / Net Pension Liability		.00
228 10 10	Utilities / Water		233,995.33
238 10 00	Net Pension Obligation / MERS		4,339,878.02
242 10 00	Fund Equitiy / Revenue Control Account		2,424,621.81
242 20 00	Fund Equitiy / Expenditure Cntrl Summary	1,964,698.12	
243 00 00	Fund Equity / Encumbrance Control	13,985.77	
244 00 00	Fund Equity / Reserve for Encumbrances		13,985.77
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		73,509.36
254 10 00	Retained Earnings / Unreserved Retnd Earnings	32,464,904.18	
261 10 00	Invested in Capital Assts / Contributed Capital		52,088,653.80
	FUND TOTALS	95,289,299.91	95,289,299.91
	FUND IS IN BALANCE		

City of West Monroe

FUND 901 Utility Enterprise Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
340	Charges for Services								
344	Sanitation								
10 15	Sewer	94,129	145,823.36	155	376,516	402,913.84	107	1,129,547	726,633.16
10 20	Sewer Line Services	0	.00		0	.00		0	.00
10 35	Excess Trash Rev	0	.00		0	.00		0	.00
10 *	Utilities	94,129	145,823.36	155	376,516	402,913.84	107	1,129,547	726,633.16
15 10	Sewer Dist 5	128,333	92,872.83	72	513,332	444,701.44	87	1,540,000	1,095,298.56
344 **	Sanitation	222,462	238,696.19	107	889,848	847,615.28	95	2,669,547	1,821,931.72
348	Public Works								
10 10	Water	192,035	265,642.92	138	768,140	835,415.71	109	2,304,418	1,469,002.29
10 20	Treatment Plant	138,740	257,797.03	186	554,960	693,858.73	125	1,664,876	971,017.27
10 25	Penalty	10,500	6,356.97	61	42,000	34,247.19	82	126,000	91,752.81
10 50	Taps	0	.00		0	.00		0	.00
10 *	Utilities	341,275	529,796.92	155	1,365,100	1,563,521.63	115	4,095,294	2,531,772.37
348 **	Public Works	341,275	529,796.92	155	1,365,100	1,563,521.63	115	4,095,294	2,531,772.37
340 ***	Charges for Services	563,737	768,493.11		2,254,948	2,411,136.91		6,764,841	4,353,704.09
350	Fines								
352	Fees								
81 00	NSF Fee	0	.00		0	.00		0	.00
352 **	Fees	0	.00		0	.00		0	.00
350 ***	Fines	0	.00		0	.00		0	.00
360	Invstmnts,Rents,Contribut								
361	Investment Earnings								
10 00	Interest Revenue	0	.00		0	.00		0	.00
361 **	Investment Earnings	0	.00		0	.00		0	.00
360 ***	Invstmnts,Rents,Contribut	0	.00		0	.00		0	.00
390	Other Financing Sources								
391	Interfund Transfers In								
12 00	Transfers In	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	0	.00		0	.00		0	.00
392 **	Proceeds from Asset Disp	0	.00		0	.00		0	.00

City of West Monroe

FUND 901 Utility Enterprise Fund			***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
393	10 00	Gen Long Term Debt Issued General Obligation Bonds	0	.00		0	.00		0	.00
393	**	Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394	10 00	Miscellaneous Revenue Other Misc Revenue	417	4,119.60-	988	1,668	13,484.90	808	5,000	8,484.90-
394	**	Miscellaneous Revenue	417	4,119.60-	988	1,668	13,484.90	808	5,000	8,484.90-
390	***	Other Financing Sources	417	4,119.60-		1,668	13,484.90		5,000	8,484.90-
FUND TOTAL Utility Enterprise Fund			564,154	764,373.51		2,256,616	2,424,621.81		6,769,841	4,345,219.19
GRAND TOTAL			564,154	764,373.51		2,256,616	2,424,621.81		6,769,841	4,345,219.19

FUND 001 General Fund			DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION		BALANCE	BALANCE
101 01 00	Cash / Operating Cash		7,109,204.97	
101 04 00	Cash / Old General Fund Cash		.00	
101 11 00	Cash / 86 Sales Tax Account		.00	
101 20 00	Cash / Investment in LAMP		2,566,256.09	
101 22 00	Cash / Money Market Account		.00	
101 30 00	Cash / Investment in MM		.00	
102 10 00	Cash with Fiscal Agent / Crawford & Company		.00	
102 20 10	Petty Cash / Cash Boxes		22,757.25	
103 10 00	Current Investments / Reserve Cash		5,042,292.63	
105 00 00	Current Assets / Property Tax Receivable		.00	
111 00 00	Current Assets / Tax Lien Receivable		.00	
115 00 00	Current Assets / Accounts Receivable		81,424.99	
115 10 10	Utility Billing / Utility		67,077.43	
115 12 00	Accounts Receivable / Billed Services		7,395.84	
115 20 10	Code Enforcement / Code Enforcement		91,867.04	
115 25 10	Building Permits / Building Permits		3,647.00	
115 30 10	Parks & Recreation / KIROLI Park		1,002.00	
115 35 10	Cultural & Recreation / Convention Center			3,662.21
115 35 15	Cultural & Recreation / Expo Center		24,915.00	
115 40 10	Due From Employees / Insurance Premiums		2,280.64	
115 40 15	Due From Employees / Payroll Levy			383.08
115 40 20	Due From Employees / Travel Advances		9,870.50	
115 40 25	Due From Employees / Advance Checks		.00	
115 45 10	Special Details / Police Details		59,517.93	
115 50 10	NSF Checks / NSF		1,107.00	
115 70 10	Due From Other Entities / Golf Course		.00	

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
115 70 15	Due From Other Entities / Georgia Pacific	.00	
115 70 20	Due From Other Entities / Riverwood	.00	
115 80 00	Accounts Receivable / Due from Other Entities	.00	
115 80 10	Due from Other Entities / Energy Lease	.00	
115 80 11	Due from Other Entities / Cable Franchise Fee	.00	
115 80 12	Due from Other Entities / Due from Art Council	.00	
115 80 13	Due from Other Entities / WPS Building Lease Receiv	81,315.00	
115 80 15	Due from Other Entities / Marshal's Office	.00	
115 80 16	Due from Other Entities / WM City Court	8,623.74	
115 80 17	Due from Other Entities / WOPT	.00	
115 80 30	Due from Other Entities / ATMOS Gas	.00	
115 80 35	Due from Other Entities / Entergy	.00	
126 10 00	Due From DEQ / State	21,791.25	
126 10 15	State / Mosquito Abatement	.00	
126 12 00	Due From DEQ / Ouachita Parish	.00	
126 14 10	City of Monroe / Sales Tax	.00	
126 14 11	City of Monroe / Automobile Rental Tax	.00	
126 15 00	Due From DEQ / Federal Govt	.00	
126 15 10	Federal Govt / FEMA	.00	
126 15 12	Federal Govt / IRS	.00	
126 15 17	Federal Govt / Dept of Justice	.00	
130 60 10	Due From Other Funds / Utility Enterprise Fund	.00	
130 60 11	Due From Other Funds / Street Maintenance Fund	.00	
130 60 12	Due From Other Funds / WOSC Fund	.00	
130 60 13	Due From Other Funds / Workman's Comp Res Fd	.00	
130 60 14	Due From Other Funds / General Insurance Fund	.00	

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
130 60 15	Due From Other Funds / Grant Fund	.00	
130 60 16	Due From Other Funds / Sales Tax Fund	.00	
130 60 17	Due From Other Funds / Employee Health Ins Fund	.00	
130 60 19	Due From Other Funds / Capital Fund	326,713.00	
130 60 20	Due From Other Funds / Office of Motor Vehicles	.00	
130 60 21	Due From Other Funds / Sec 8 Housing Fund	493,558.77	
130 60 22	Due From Other Funds / Hasley 75%	.00	
130 60 23	Due From Other Funds / Hasley 25%	.00	
130 60 24	Due From Other Funds / Juvinile Justice Fund	.00	
130 60 25	Due From Other Funds / LCDBG Fund	.00	
130 60 26	Due From Other Funds / Detention Basin Fund	.00	
130 60 28	Due From Other Funds / OCOG	.00	
130 60 30	Due From Other Funds / BeardFest Fund	.00	
141 10 00	Inventories / Office Supplies		1,649.15
141 15 00	Inventories / Parts	26,033.95	
141 20 00	Inventories / Food Inventory Conv Cntr	.00	
141 25 00	Inventories / Food Inventory Expo Cntr	.00	
143 10 10	Prepaid Services / Phone Cards	.00	
143 10 15	Prepaid Services / Advertising	.00	
151 10 00	Non-Current Assets / Investments	.00	
202 00 00	Current Liabilities / Vouchers/Accounts Payable		199,212.27
202 10 00	Vouchers/Accounts Payable / Accounts Payable General		.00
206 00 00	Current Liabilities / Retainage Payable		.00
207 10 40	Sales Tax Payable / Convention Center		1,680.63
207 10 41	Sales Tax Payable / Expo Center		.00
207 10 42	Sales Tax Payable / Golf Course		.00

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
207 10 43	Sales Tax Payable / KIROLI		.00
207 20 10	Due to State / Handicap Parking		.00
207 20 11	Due to State / Due to State		.00
207 30 10	Due to Other Agencies / Cost of Court Distributn		118,918.44
207 30 12	Due to Other Agencies / OPOHSEP		.00
207 30 15	Due to Other Agencies / District Attorney		.00
207 30 16	Due to Other Agencies / 4TH Judicial Dist Court		.00
207 30 17	Due to Other Agencies / O.P.S.O		.00
207 30 19	Due to Other Agencies / Monroe Police Department		.00
207 30 20	Due to Other Agencies / OPSD Bond Premiums		.00
207 30 22	Due to Other Agencies / The Wellspring		.00
207 30 25	Due to Other Agencies / Metro Narcotics Unit		.00
207 30 48	Due to Other Agencies / City of Monroe		.00
207 40 10	Court Cost Distribution / Marshal Special Fund		.00
207 40 11	Court Cost Distribution / Court Special Fund		.00
207 40 12	Court Cost Distribution / Indigent Defender Board		.00
207 40 14	Court Cost Distribution / Crime Lab		.00
207 40 16	Court Cost Distribution / Crime Victim Fund		.00
207 40 18	Court Cost Distribution / Law Enf Trng Assistance		.00
207 40 20	Court Cost Distribution / CMIS / State Treasury		.00
207 40 22	Court Cost Distribution / Injury Trust Fund		.00
207 40 24	Court Cost Distribution / Crime Stoppers		.00
207 40 26	Court Cost Distribution / Restitution		.00
207 40 28	Court Cost Distribution / Pub Safety App. Tech		.00
207 40 30	Court Cost Distribution / ROC Due to Clerks		.00
207 40 32	Court Cost Distribution / Witness Fee		.00

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
207 40 34	Court Cost Distribution / Cash Bonds		.00
207 40 35	Court Cost Distribution / LA Supreme Court		.00
207 41 10	Marshal Office Payables / Seizures and Forfeitures		.00
208 12 00	Due to Other Funds / Credit Union Fund		.00
208 13 00	Due to Other Funds / Grant Fund		.00
208 14 00	Due to Other Funds / Capital Projects Fund		.00
208 16 00	Due to Other Funds / Juvenile Justice Grnt Fd		.00
208 17 00	Due to Other Funds / Due to Capital Fund		135,541.00
208 20 00	Due to Other Funds / 2007 DFC Fund		.00
208 21 00	Due to Other Funds / O.C.O.G.		.00
216 10 10	Police / state supplemental	3,600.00	
217 10 10	Taxes Payable / Medicare/Social Security		.00
217 10 20	Taxes Payable / Federal Taxes		.00
217 10 30	Taxes Payable / State Taxes		.00
217 10 35	Taxes Payable / Unemployment Tax		.00
217 10 50	Taxes Payable / Property Tax		.00
217 20 10	Pensions Payable / MERS		394.70
217 20 20	Pensions Payable / Police	1,737.55	
217 20 30	Pensions Payable / Fire		.00
217 20 40	Pensions Payable / Judge	.02	
217 30 10	Deferred Compensation / PEBSCO		.00
217 30 20	Deferred Compensation / VALIC		.00
217 35 10	HSA Contributions / UMB		.00
217 40 05	Insurances Payable / Voluntary Life AD&D	426.54	
217 40 10	Insurances Payable / Health		.00
217 40 15	Insurances Payable / Critical Illness		.00

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
217 40 16	Insurances Payable / Group Life Insurance		1,560.08
217 40 17	Insurances Payable / Long Term Disability		1,084.74
217 40 18	Insurances Payable / Short Term Disability		461.97
217 40 20	Insurances Payable / Accident Insurance		986.81
217 40 25	Insurances Payable / Gap Insurance		.00
217 40 30	Insurances Payable / National Teachers		.00
217 40 35	Insurances Payable / UNUM Life & Critical Care		.00
217 40 40	Insurances Payable / Vision	1,908.86	
217 40 45	Insurances Payable / US Legal		.00
217 40 50	Insurances Payable / Dental	7,060.77	
217 40 55	Insurances Payable / Prepaid Legal		.00
217 40 56	Insurances Payable / Cancer		.00
217 40 57	Insurances Payable / AFLAC		192.68
217 40 58	Insurances Payable / Met Life Dental		.00
217 40 59	Insurances Payable / Met Life Insurance		3,931.95
217 40 60	Insurances Payable / Brokers National		.00
217 40 61	Insurances Payable / Assurity		.00
217 50 10	Charities Payable / United Way		.00
217 60 10	Other Deductions / Bankruptcy		.00
217 60 15	Other Deductions / Judgements	223.44	
217 60 20	Other Deductions / Fitness Mem Payable		.00
217 60 50	Other Deductions / Credit Union		.00
217 70 10	Union Dues / Fire Union		.00
217 70 20	Union Dues / Police Association		.00
217 70 25	Union Dues / Police Union		.00
217 70 30	Union Dues / MPOA/LPOA Relief		.03

FUND 001 General Fund		DEBIT	CREDIT
ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
218 01 00	Payroll Liabilities / Accrual Offset		.00
218 02 00	Payroll Liabilities / Salaries Payable		.00
222 10 00	Gratuities / WMCC Gratuities		.00
223 10 00	Deferred Revenue / Overpayments		23,472.52
223 12 00	Deferred Revenue / Deferred Rent Income		.00
223 15 00	Deferred Revenue / Property Tax Redemptions		.00
223 20 00	Deferred Revenue / Property Tax		.00
227 10 10	Collection Fee Pay / Archon		.00
228 20 10	Building Inspection / Contractor's Deposits		37,352.00
228 30 10	EVIDENCE DEPOSIT / Kiroli Park		.00
228 30 15	EVIDENCE DEPOSIT / Recreation Center		.00
228 30 20	EVIDENCE DEPOSIT / Convention Center		11,777.07
228 30 25	EVIDENCE DEPOSIT / Expo Center		32,350.00
228 30 30	EVIDENCE DEPOSIT / POLICE		.00
239 50 00	Other Non-Current Liab / Prpty Tax Under Protest		.00
239 60 10	Unearned Income / DF Lease		.00
242 10 00	Fund Equity / Revenue Control Account		7,005,496.34
242 20 00	Fund Equity / Expenditure Cntrl Summary	7,647,399.50	
243 00 00	Fund Equity / Encumbrance Control	190,003.39	
244 00 00	Fund Equity / Reserve for Encumbrances		190,003.39
250 00 00	Fund Equity / Pr Yr Res for Encumbrance		221,769.49
253 10 00	Fund Balance / Unreserved Fund Balance		15,909,131.54
FUND TOTALS		23,901,012.09	23,901,012.09
FUND IS IN BALANCE			

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
310	Taxes								
311	Property Tax								
10 00	Real Property	100,000	169.96		400,000	13,802.54	4	1,200,000	1,186,197.46
20 00	Personal Property	0	.00		0	.00		0	.00
311	** Property Tax	100,000	169.96		400,000	13,802.54	4	1,200,000	1,186,197.46
313	Sales & Use Tax								
00 00	Sales & Use Tax	1,709,389	1,680,997.86	98	6,837,556	5,034,157.34	74	20,512,671	15,478,513.66
10 00	Auto Rental Tax	1,750	2,334.77	133	7,000	8,592.34	123	21,000	12,407.66
313	** Sales & Use Tax	1,711,139	1,683,332.63	98	6,844,556	5,042,749.68	74	20,533,671	15,490,921.32
316	Gross Receipts Business								
10 61	Insurance Premuim Tax	45,833	150.00		183,332	840.00	1	550,000	549,160.00
316	** Gross Receipts Business	45,833	150.00		183,332	840.00	1	550,000	549,160.00
318	Other Taxes								
20 10	CATV	12,000	.00		48,000	29,952.61	62	144,000	114,047.39
20 15	ATMOS Gas	6,250	13,231.77	212	25,000	13,231.77	53	75,000	61,768.23
20 20	Entergy	58,333	69,211.08	119	233,332	171,359.96	73	700,000	528,640.04
20 25	Adelphia	0	.00		0	.00		0	.00
20 *	Franchise Tax	76,583	82,442.85	108	306,332	214,544.34	70	919,000	704,455.66
318	** Other Taxes	76,583	82,442.85	108	306,332	214,544.34	70	919,000	704,455.66
319	Penalties and Interest								
10 10	Property Tax	358	17.49	5	1,432	1,263.61	88	4,300	3,036.39
10 60	Occupational License	625	17.50	3	2,500	1,052.50	42	7,500	6,447.50
10 61	Insurance	8	.00		32	.00		100	100.00
10 *	Taxes	991	34.99	4	3,964	2,316.11	58	11,900	9,583.89
319	** Penalties and Interest	991	34.99	4	3,964	2,316.11	58	11,900	9,583.89
310	*** Taxes	1,934,546	1,766,130.43		7,738,184	5,274,252.67		23,214,571	17,940,318.33
320	Licenses and Permits								
321	Business Licenses								
10 10	Alcoholic Beverages	2,083	5,270.00	253	8,332	5,270.00	63	25,000	19,730.00
10 60	Occupational	78,333	1,350.00	2	313,332	7,750.00	3	940,000	932,250.00
10 62	ROW Usage Lic	0	.00		0	.00		0	.00
10 65	Taxi Permits	0	.00		0	.00		0	.00
10 *	Business Licenses	80,416	6,620.00	8	321,664	13,020.00	4	965,000	951,980.00

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
20 10	Contractor Certificate	1,333	150.00	11	5,332	975.00	18	16,000	15,025.00
321 **	Business Licenses	81,749	6,770.00	8	326,996	13,995.00	4	981,000	967,005.00
322	Nonbusiness								
10 10	Building	6,667	8,644.00	130	26,668	26,952.03	101	80,000	53,047.97
10 20	Electrical	1,333	1,495.00	112	5,332	6,291.00	118	16,000	9,709.00
10 25	Plumbing	10,833	710.00	7	43,332	2,980.00	7	130,000	127,020.00
10 30	Gas	0	.00		0	.00		0	.00
10 35	Heat & Air	1,083	1,815.00	168	4,332	3,660.00	85	13,000	9,340.00
10 40	Mobile Home	8	25.00	313	32	25.00	78	100	75.00
10 *	Inspection Permits	19,924	12,689.00	64	79,696	39,908.03	50	239,100	199,191.97
20 10	House Moving	0	.00		0	.00		0	.00
20 15	Rental Inspection	0	.00		0	50.00		0	50.00-
20 20	ROW Usage	333	.00		1,332	.00		4,000	4,000.00
20 *	Special Permits	333	.00		1,332	50.00	4	4,000	3,950.00
322 **	Nonbusiness	20,257	12,689.00	63	81,028	39,958.03	49	243,100	203,141.97
320 ***	Licenses and Permits	102,006	19,459.00		408,024	53,953.03		1,224,100	1,170,146.97
330	Intergovernmental Revenue								
331	Federal Grants								
18 00	Section 8	21,222	.00		84,888	.00		254,658	254,658.00
21 00	EPA	8,333	.00		33,332	.00		100,000	100,000.00
22 00	Dept of Homeland Security	0	.00		0	.00		0	.00
40 00	Dept of Justice	0	.00		0	55,182.98		0	55,182.98-
43 00	LA Comm Law Enf Adm CrmJS	0	.00		0	.00		0	.00
331 **	Federal Grants	29,555	.00		118,220	55,182.98	47	354,658	299,475.02
332	Ouachita Parish								
10 00	Court Support	1,917	1,916.67	100	7,668	7,666.68	100	23,000	15,333.32
12 00	Workforce Development	0	.00		0	.00		0	.00
13 00	District Attorney	0	.00		0	.00		0	.00
332 **	Ouachita Parish	1,917	1,916.67	100	7,668	7,666.68	100	23,000	15,333.32
334	State Revenue								
11 00	State Revenue	0	.00		0	.00		0	.00
12 00	Dpt of Military Affairs	0	.00		0	.00		0	.00
14 00	LA Hwy Safety Commission	8,750	41,242.54	471	35,000	70,881.05	203	105,000	34,118.95
15 00	Office of Business Devel	0	.00		0	.00		0	.00
16 00	Homeland Secrtty & Emg Prp	0	.00		0	.00		0	.00
17 00	LA Comm on Law Enfrcemnt	0	.00		0	.00		0	.00

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
21 00	Division of Administratio	0	.00		0	.00		0	.00
25 00	Culture Rec & Tourism	0	.00		0	.00		0	.00
29 00	DOTD	896	.00		3,584	.00		10,750	10,750.00
90 10	State Signal Light	1,867	.00		7,468	.00		22,400	22,400.00
90 12	Misc Rev	0	.00		0	.00		0	.00
90 15	State Street Maint	1,542	.00		6,168	.00		18,500	18,500.00
90 25	2nd Injury Reinbursement	0	.00		0	.00		0	.00
90 *	Other State Rev	3,409	.00		13,636	.00		40,900	40,900.00
334 **	State Revenue	13,055	41,242.54	316	52,220	70,881.05	136	156,650	85,768.95
335	State Shared Revenues								
10 70	Beer Tax	1,667	5,636.19	338	6,668	11,490.53	172	20,000	8,509.47
10 90	Fire Insurance 2%	7,083	.00		28,332	87,608.58	309	85,000	2,608.58-
10 *	Taxes	8,750	5,636.19	64	35,000	99,099.11	283	105,000	5,900.89
335 **	State Shared Revenues	8,750	5,636.19	64	35,000	99,099.11	283	105,000	5,900.89
330 ***	Intergovernmental Revenue	53,277	48,795.40		213,108	232,829.82		639,308	406,478.18
340	Charges for Services								
341	General Government								
10 10	Cost of Court	0	.00		0	.00		0	.00
10 12	Marshal Revenue	0	.00		0	.00		0	.00
10 15	City Attorney Work Rev	1	.00		4	.00		13	13.00
10 *	Court	1	.00		4	.00		13	13.00
30 10	Zoning Fee	417	800.00	192	1,668	3,195.00	192	5,000	1,805.00
30 15	Vant Strct Reg Fee	0	.00		0	.00		0	.00
30 *	Zoning	417	800.00	192	1,668	3,195.00	192	5,000	1,805.00
50 10	Activity Revenue	0	.00		0	.00		0	.00
50 12	Misc Revenue	0	.00		0	.00		0	.00
50 14	Building Rent	0	.00		0	.00		0	.00
50 *	Community Development	0	.00		0	.00		0	.00
341 **	General Government	418	800.00	191	1,672	3,195.00	191	5,013	1,818.00
342	Public Safety								
10 10	Housing Prisoners Rev	0	.00		0	.00		0	.00
10 15	Misc Rev	0	.00		0	.00		0	.00
10 *	Jail Revenue	0	.00		0	.00		0	.00

City of West Monroe

FUND 001 General Fund									

ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE

15 10	Police Fees	250	257.50	103	1,000	1,222.50	122	3,000	1,777.50
15 12	Bonds & Surrety	1,250	1,065.00	85	5,000	6,960.00	139	15,000	8,040.00
15 13	Metro Reimbursement	1,250	14,380.89	1151	5,000	26,371.11	527	15,000	11,371.11-
15 15	Miscellaneous Rev	677	1,560.00	230	2,708	3,130.00	116	8,120	4,990.00
15 17	Property Owner's Serv Fee	0	.00		0	.00		0	.00
15 19	Drug Forfeiture Rev	1,515	34.50	2	6,060	34.50	1	18,180	18,145.50
15 *	Police	4,942	17,297.89	350	19,768	37,718.11	191	59,300	21,581.89
20 10	Service Charge	183	840.00	459	732	840.00	115	2,200	1,360.00
342 **	Public Safety	5,125	18,137.89	354	20,500	38,558.11	188	61,500	22,941.89
343	Charges for Services								
10 00	Grass Cut	2,917	15,995.00	548	11,668	32,995.00	283	35,000	2,005.00
12 00	Demolition	1,886	5,337.00	283	7,544	5,362.00	71	22,630	17,268.00
13 00	Electricity charging sale	5	.00		20	275.96	1380	65	210.96-
14 05	CE Trash Removal	27	.00		108	.00		325	325.00
14 10	Express Trash Service	2	.00		8	.00		25	25.00
14 *	Trash Removeal	29	.00		116	.00		350	350.00
15 00	CE Structure Security	417	3,410.00	818	1,668	4,415.00	265	5,000	585.00
16 00	Administration Fee	854	7,415.00	868	3,416	13,275.00	389	10,250	3,025.00-
17 10	RAD Class	0	.00		0	.00		0	.00
343 **	Charges for Services	6,108	32,157.00	527	24,432	56,322.96	231	73,295	16,972.04
344	Sanitation								
10 30	Garbage	80,000	100,530.66	126	320,000	324,025.33	101	960,000	635,974.67
10 35	Excess Trash Rev	6,500	7,178.00	110	26,000	25,264.00	97	78,000	52,736.00
10 *	Utilities	86,500	107,708.66	125	346,000	349,289.33	101	1,038,000	688,710.67
344 **	Sanitation	86,500	107,708.66	125	346,000	349,289.33	101	1,038,000	688,710.67
345	Health & Safety								
50 10	Stray Animal Fee	0	.00		0	.00		0	.00
345 **	Health & Safety	0	.00		0	.00		0	.00
346	Community Development								
10 10	Activity Revenue	667	10.00	2	2,668	795.00	30	8,000	7,205.00
10 12	Misc Revenue	25	.00		100	124.00	124	300	176.00
10 14	Program Revenue	4	.00		16	.00		50	50.00
10 16	Concession Revenue	0	.00		0	.00		0	.00
10 *	Community Center	696	10.00	1	2,784	919.00	33	8,350	7,431.00
346 **	Community Development	696	10.00	1	2,784	919.00	33	8,350	7,431.00

City of West Monroe
REVENUE REPORT
33% OF YEAR LAPSED

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
347	Culture & Recreation								
10 02	Entrance Fees	13,333	29,200.50	219	53,332	61,171.03	115	160,000	98,828.97
10 03	Season Pass	2,083	2,350.00	113	8,332	6,540.00	79	25,000	18,460.00
10 04	Lodge Rent Fees	0	.00		0	.00		0	.00
10 05	Dog Registration Fee	0	.00		0	.00		0	.00
10 06	Shelter Rent Fees	5,000	3,455.41	69	20,000	15,175.41	76	60,000	44,824.59
10 08	Other Facility Rent Fees	8	1,275.00	5938	32	1,275.00	3984	100	1,175.00-
10 10	Concessions	292	257.98	88	1,168	1,236.62	106	3,500	2,263.38
10 90	Miscellaneous Revenue	508	1,131.52	223	2,032	4,630.33	228	6,100	1,469.67
10 *	Kiroli Park	21,224	37,670.41	178	84,896	90,028.39	106	254,700	164,671.61
13 10	Shelter Rent	0	.00		0	.00		0	.00
13 12	Misc Rev	0	.00		0	.00		0	.00
13 14	Activity Revenue	0	.00		0	.00		0	.00
13 *	Restoration Park	0	.00		0	.00		0	.00
15 10	BMX Track	0	.00		0	.00		0	.00
15 90	Miscellaneous Revenue	0	.00		0	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10	Facility Rent	1,042	1,230.00	118	4,168	4,725.00	113	12,500	7,775.00
20 11	Memberships	1,500	155.00	10	6,000	4,318.00	72	18,000	13,682.00
20 12	Concessions	583	235.00	40	2,332	343.20	15	7,000	6,656.80
20 15	Program Revenue	5,417	928.00	17	21,668	1,861.00	9	65,000	63,139.00
20 16	Basketball Revenue	0	.00		0	.00		0	.00
20 *	Recreation Center	8,542	2,548.00	30	34,168	11,247.20	33	102,500	91,252.80
30 10	Membership Fee	0	.00		0	.00		0	.00
30 15	Booth Rental	750	815.00	109	3,000	6,675.00	223	9,000	2,325.00
30 20	Pea Sheller	342	.00		1,368	2,684.00	196	4,100	1,416.00
30 21	Pecan Sheller	917	362.00	40	3,668	362.00	10	11,000	10,638.00
30 25	Freezer Rental	583	630.00	108	2,332	5,040.00	216	7,000	1,960.00
30 30	Misc Revenue	25	27.00	108	100	233.00	233	300	67.00
30 *	Farmer's Market	2,617	1,834.00	70	10,468	14,994.00	143	31,400	16,406.00
40 10	Non-Catered Event Income	0	.00		0	.00		0	.00
40 11	Equipment Rental	2,083	6,008.08	288	8,332	10,817.08	130	25,000	14,182.92
40 12	Concessions	1,500	.00		6,000	1,428.00	24	18,000	16,572.00
40 13	Deposit Forfieture	83	.00		332	525.00	158	1,000	475.00
40 14	Catering	1,250	2,166.29	173	5,000	3,982.54	80	15,000	11,017.46
40 15	Interagency Promotion	167	35.62-	21	668	112.86-	17	2,000	2,112.86
40 16	Outside Caterer Fee	2,000	660.00	33	8,000	9,615.00	120	24,000	14,385.00
40 17	RV Space Rental	0	.00		0	.00		0	.00
40 18	Room Rental	8,333	3,312.50	40	33,332	21,862.50	66	100,000	78,137.50

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
40 19	Special Events	333	100.00	30	1,332	791.50	59	4,000	3,208.50
40 20	Beverage Revenue	1,833	.00		7,332	1,142.06	16	22,000	20,857.94
40 21	Catering IKE	0	.00		0	.00		0	.00
40 22	Other Rev	0	.00		0	.00		0	.00
40 23	Ticket Sales Cnv Cntr	0	.00		0	.00		0	.00
40 *	Convention Center	17,582	12,211.25	70	70,328	50,050.82	71	211,000	160,949.18
45 10	Equine Event Rental	8,083	130,200.00	1611	32,332	208,650.00	645	97,000	111,650.00-
45 11	Rental Forfeiture	0	.00		0	.00		0	.00
45 12	Stall Rentals	20,000	7,125.00	36	80,000	51,555.00	64	240,000	188,445.00
45 13	Shavings Sales	12,917	44,685.50	346	51,668	68,655.50	133	155,000	86,344.50
45 14	Other Event Rental	8,333	1,150.00	14	33,332	6,000.00	18	100,000	94,000.00
45 16	RV Space Rental	11,250	2,550.00	23	45,000	20,990.00	47	135,000	114,010.00
45 17	Concessions	11,250	5,498.50	49	45,000	54,561.64	121	135,000	80,438.36
45 18	Equipment Rental	3,333	17,097.16	513	13,332	39,823.16	299	40,000	176.84
45 19	Interagency Promotion	208	.00		832	.00		2,500	2,500.00
45 20	General Parking Fee Rev	0	.00		0	.00		0	.00
45 21	Sponsorships	0	.00		0	.00		0	.00
45 22	Security	2,500	300.00	12	10,000	1,700.00	17	30,000	28,300.00
45 23	Ticket Sales - Ike	0	.00		0	.00		0	.00
45 24	Misc Rec - Ike	0	.00		0	.00		0	.00
45 25	Beverage Sales	1,384	426.00-	31	5,536	422.00	8	16,603	16,181.00
45 *	Ike Hamilton Expo Center	79,258	208,180.16	263	317,032	452,357.30	143	951,103	498,745.70
347 **	Culture & Recreation	129,223	262,443.82	203	516,892	618,677.71	120	1,550,703	932,025.29
348	Public Works								
20 10	Street Cuts	50	.00		200	.00		600	600.00
348 **	Public Works	50	.00		200	.00		600	600.00
340 ***	Charges for Services	228,120	421,257.37		912,480	1,066,962.11		2,737,461	1,670,498.89
350	Fines								
351	Court Fines								
10 10	City Court Fines	17,500	57,581.18	329	70,000	165,955.67	237	210,000	44,044.33
10 12	General Court Costs	3,333	7,155.00	215	13,332	21,594.50	162	40,000	18,405.50
10 15	Parking Ticket Fines	0	.00		0	.00		0	.00
10 18	DWI Fines	3,083	5,900.36	191	12,332	20,981.04	170	37,000	16,018.96
10 20	DWI Special Cost	333	800.00	240	1,332	2,430.00	182	4,000	1,570.00
10 *	Court	24,249	71,436.54	295	96,996	210,961.21	218	291,000	80,038.79
351 **	Court Fines	24,249	71,436.54	295	96,996	210,961.21	218	291,000	80,038.79

City of West Monroe

FUND 001 General Fund		***** CURRENT *****	***** YEAR-TO-DATE *****	ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL %REV	ESTIMATE	BALANCE
352	Fees				
81 00	NSF Fee	0	.00	0	.00
352	** Fees	0	.00	0	.00
350	*** Fines	24,249	71,436.54	96,996	210,961.21
360	Invstmnts, Rents, Contribut				
361	Investment Earnings				
10 00	Interest Revenue	16,667	4,982,795.26- 9896	66,668	109,925.90
10 10	General Govt	0	.00	0	.00
10 15	Hasley Cemetary Trust	0	.00	0	.00
10 *	Interest Revenue	16,667	4,982,795.26- 9896	66,668	109,925.90
361	** Investment Earnings	16,667	4,982,795.26- 9896	66,668	109,925.90
362	Rents and Royalties				
10 00	Rent of Office Space	250	250.00 100	1,000	1,000.00
20 10	Energy Lease Royalties	725	666.93 92	2,900	1,297.42
30 10	Golf Course Rent	0	.00	0	.00
30 12	Ice Machine IKE	0	.00	0	.00
30 15	ATM	167	143.25 86	668	475.00
30 *	Leases	167	143.25 86	668	475.00
362	** Rents and Royalties	1,142	1,060.18 93	4,568	2,772.42
363	Escheats				
10 00	Sales of Recyclables	625	1,520.61 243	2,500	7,797.28
363	** Escheats	625	1,520.61 243	2,500	7,797.28
364	Contributions / Donations				
10 00	Kiroli Contributions	0	.00	0	.00
12 00	Expo Center Contributions	0	.00	0	.00
13 00	Community Development	0	.00	0	.00
30 00	Private Contributions	250	1,288.00- 515	1,000	20,125.82
364	** Contributions / Donations	250	1,288.00- 515	1,000	20,125.82
360	*** Invstmnts, Rents, Contribut	18,684	4,981,502.47-	74,736	140,621.42
390	Other Financing Sources				
391	Interfund Transfers In				
12 00	Transfers In	0	.00	0	.00
13 00	86 Sales Tax Capital	0	.00	0	.00

City of West Monroe

FUND 001 General Fund		***** CURRENT *****			***** YEAR-TO-DATE *****			ANNUAL	UNREALIZED
ACCOUNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV	ESTIMATE	BALANCE
18 00	Section 8 Fund	0	.00		0	.00		0	.00
19 00	Utility Enterprise Fund	0	.00		0	.00		0	.00
391 **	Interfund Transfers In	0	.00		0	.00		0	.00
392	Proceeds from Asset Disp								
10 00	Sale of Assets	41,667	.00		166,668	.00		500,000	500,000.00
20 00	Comp on Loss of Cap Asset	8	.00		32	.00		100	100.00
392 **	Proceeds from Asset Disp	41,675	.00		166,700	.00		500,100	500,100.00
393	Gen Long Term Debt Issued								
10 00	General Obligation Bonds	0	.00		0	.00		0	.00
393 **	Gen Long Term Debt Issued	0	.00		0	.00		0	.00
394	Miscellaneous Revenue								
10 00	Other Misc Revenue	8,333	6,097.65	73	33,332	20,865.14	63	100,000	79,134.86
10 05	Unknown	0	420.00		0	420.00		0	420.00-
10 06	Credit Card Fee	42	1,013.20	2412	168	4,630.94	2757	500	4,130.94-
10 10	Re-Insurance Claims Rev	0	.00		0	.00		0	.00
10 12	Claims	0	.00		0	.00		0	.00
10 *	Other Misc Revenue	8,375	7,530.85	90	33,500	25,916.08	77	100,500	74,583.92
394 **	Miscellaneous Revenue	8,375	7,530.85	90	33,500	25,916.08	77	100,500	74,583.92
390 ***	Other Financing Sources	50,050	7,530.85		200,200	25,916.08		600,600	574,683.92
FUND TOTAL General Fund		2,410,932	2,646,892.88-		9,643,728	7,005,496.34		28,931,240	21,925,743.66
GRAND TOTAL		2,410,932	2,646,892.88-		9,643,728	7,005,496.34		28,931,240	21,925,743.66