



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 4, 2025 at 6:00 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 the January 21, 2025 Regular Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [2\)](#) **INTRODUCE** Ordinance to authorize renewal of billboard leases with The Lamar Companies (3 leases along I-20).
- [3\)](#) **Resolution** to authorize issuance and advertisement of a request for proposals from consultants for management and administrative services required for the administration/implementation of the Make A Difference (MAD) Grant Program; to authorize acceptance of the selected proposal by the Mayor after review and recommendation.

BUILDING AND DEVELOPMENT

LEGAL

PUBLIC WORKS

- [4\)](#) **Ordinance** to authorize the City to enter into the Municipal Water Pollution Prevention Program of the Environmental Protection Agency, Region 6.
- [5\)](#) **Ordinance** to approve the Second Amendment to Waste Disposal Agreement with CWI-White Oaks Landfill, Inc, to modify the options to extend the term of that agreement.

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

6) Downing Pines Rd: Roundabout At Mane St - State Project #H.016019, City Project #000306

Ordinance to authorize execution of an Entity/State Agreement with La DOTD for State Project No. H.016019, Downing Pines Rd: Roundabout At Mane St Ouachita Parish, and to authorize issuance of a Federal Funding Commitment Letter.

7) New Black Bayou Stormwater Pumping Station - City Project #000228

Ordinance to authorize an agreement for grant administration services with Grant Support, LLC.

8) South Riverfront Street Water Main Improvements - State Project #2223-CWEF-OCH-0401, City Project #000201

Authorize solicitation for bids. (Estimated \$150,000)

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

Authorize Change Order No. 3 (- \$10,155; + 0 days) with Diamond B Construction Company, LLC.

10) Natchitoches Street Rehabilitation (Trenton – N. 7th) - State Project # H.013400, City Project #000144

Authorize Change Order No. 11 (+ \$168.01; + 0 days) with Diamond B. Construction Co., LLC, subject to the availability of City funds and DOTD approval of the Change Order and DOTD funding of their share of the Change Order.

11) 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 REGULAR MEETING

Tuesday, January 21, 2025 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
Thom Hamilton
Rodney Welch
Ben Westerburg

ABSENT

Morgan Buxton

The meeting was opened with prayer by Alderman Polk Brian. The Pledge of Allegiance was led by Mayor Staci Mitchell.

Motion to Approve Minutes

Motion to approve the Minutes of the January 7, 2025 Regular Council Meeting.

Motion made by Hamilton, Seconded by Brian.

Voting Yea: Brian, Hamilton, Welch, Westerburg

Recognitions/Presentations

City of West Monroe Employee Recognitions for years of service.

ADMINISTRATION/FINANCE

Ordinance 5450: Ordinance to declare certain movable property as surplus, and to be sold by public internet auction (estimated 15,000 to 20,000 pounds of various unsorted scrap metal located at Kiroli Park).

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Brian, Hamilton, Welch, Westerburg

BUILDING AND DEVELOPMENT

APPEAL to City Council by Carlos Escobar, unsuccessful applicant to the West Monroe Planning Commission. Carlos Escobar applied under Sec 12-5012(a)(3) to request Planning Approval / Special Exception for a Class C Mobile Home (Year 2010/Size 16' x 80') in a R-1 (Single Family Residential) District for property located at 212 Vine St. The vote of the Planning Commission was 2 votes in favor of the application, 2 votes against the application, and 1 member absent. Since the application did not receive a majority of votes, the application FAILED.

Motion to REJECT Special Exception made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Hamilton, Welch, Westerburg

ENGINEERING/CONSTRUCTION PROJECTS

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

Authorize Change Order No. 2 (-\$15,141.55; + 0 days) with Amethyst Construction, Inc.

Motion made by Westerburg, Seconded by Welch.

Voting Yea: Brian, Hamilton, Welch, Westerburg

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

Authorize Certificate of Substantial Completion with Amethyst Construction, Inc.

Motion made by Hamilton, Seconded by Welch.

Voting Yea: Brian, Hamilton, Welch, Westerburg

Project Updates

Robbie L. George, IV, P.E. (S.E. Huey Co.) and Joshua D. Hays, P.E., M.S.C.E. (Lazenby & Associates, Inc.) presented the City Council with project updates for transportation, drainage, and more.

ADJOURN

Motion made by Hamilton, Seconded by Welch.

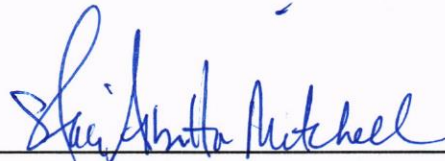
Voting Yea: Brian, Hamilton, Welch, Westerburg

ATTEST:

APPROVED:



ANDREA PATE
CITY CLERK



STACI ALBRITTON MITCHELL
MAYOR

STATE OF LOUISIANA
CITY OF WEST MONROE

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO THREE BILLBOARD LEASE AGREEMENTS, EACH AFFECTING THE LIMITED USE OF CERTAIN DESCRIBED IMMOVABLE PROPERTY FOR BILLBOARD ADVERTISING PURPOSES, AND WHICH USES ARE NOT OTHERWISE NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA; TO PROVIDE FOR CERTAIN EXCHANGES OF LOCATIONS AND FOR CERTAIN ASSIGNMENTS OF USE AND THE REQUIREMENTS OF SUCH AN EXCHANGE OR AN ASSIGNMENT OF USE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable properties which are not needed for public purposes and each of which has been and can continue to be encumbered by outdoor advertising structures without any significant loss of use or other detriment to the surrounding areas;

WHEREAS, the City of West Monroe, Louisiana, will benefit from these proposed billboard lease agreements by the use of the billboard advertising provided for the promotion of the City of West Monroe, and for activities which benefit the City of West Monroe; and

WHEREAS, the terms and conditions, and the benefits to be received by the City of West Monroe under the three proposed billboard lease agreements are fair and reasonable, and are beneficial to the City of West Monroe and its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into a billboard lease agreement with THE LAMAR COMPANIES, relating to the operation, maintenance and repair of an outdoor advertising structure affecting certain immovable property which is not needed for any public purpose and which is owned by the City of West Monroe, Louisiana, in exchange for the use of a certain face of that billboard by the City, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit “A”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an agreement with THE LAMAR COMPANIES relating to the operation, maintenance and repair of an outdoor advertising structure

affecting certain immovable property which is not needed for any public purpose and which is owned by the City of West Monroe, Louisiana, in exchange for the use of a certain face of that billboard by the City, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit “B”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an agreement with The Lamar Company, relating to the operation, maintenance and repair of an outdoor advertising structure affecting certain immovable property which is not needed for any public purpose and which is owned by the City of West Monroe, Louisiana, in exchange for the use of a certain face of that billboard by the City, all subject to all terms, conditions and provisions of that agreement attached hereto as Exhibit “C”.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute those Agreements described above on behalf of the City of West Monroe, Louisiana, reflecting the terms and conditions set forth therein, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to effectuate those Agreements.

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, is here further authorized from time-to-time to exchange the use of a billboard face or faces which is provided to the City of West Monroe for advertising purposes under each of those billboard lease agreements for the use of a billboard face at a different location which she determines to be more advantageous to the City of West Monroe for the then-intended purpose, whether due to location or to gain access to an electronic face, as long as the overall exchange is determined by the City to be of equivalent value, or to assign use of a billboard face to an organization or entity for advertising purposes which use will provide a benefit to the City of West Monroe which is equivalent or greater than the value of the billboard face which is so assigned and then only if all of the terms and provisions of any such assignment are set forth in writing and are of a duration of no more than six (6) consecutive months, and with a new written agreement being required for each six months thereafter if a continuation of the assignment is desired.

SECTION 6. The above ordinance was introduced on February 4, 2025, in legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4711; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in legal session convened this 4th day of March, 2025, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

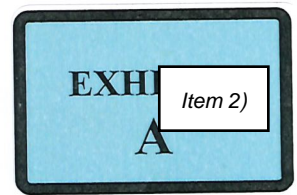
ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
MARCH, 2025

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

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



SIGN LEASE NO. 2741-01

THIS LEASE AGREEMENT, made this 5th day of March, 2025, by and between: **CITY OF WEST MONROE, LOUISIANA** ("LESSOR") and **THE LAMAR COMPANIES** ("LESSEE"), provides as follows:

WITNESSETH

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be reasonably necessary for the repair and maintenance of an outdoor advertising structure with two (2) sign displays, including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign.

The premises are a portion of the property located in the Parish of Ouachita. State of Louisiana. more particularly described as:

S/S 1-20 .5 Miles W/O Downing Pines (see attached property description)

1. This Lease shall be for a term of five (5) years commencing on March 5, 2025 (the "commencement date"). After the original term of this Lease, it shall continue from year to year unless either party shall give the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.
2. As rental LESSEE will provide to LESSOR an annual rental consisting of Zero (\$ 0.00) DOLLARS in cash, and outdoor advertising as follows: Advertising space on the **[lower left-hand panel]** of the billboard structure on the property here leased **[sign lease 2741-01 which is facing East targeting West bound 1-20 Traffic.]**

LESSOR agrees to pay actual production costs incurred by LESSEE for installations on that face, except that LESSEE shall provide LESSOR one "vinyl" installation per year without cost to LESSOR. LESSOR shall be entitled to assign the right to this use of the designated billboard face from time to time as LESSOR shall desire.

As an additional consideration for the granting of this Lease and as an acknowledgment of its policy of public service. LESSEE will allow the LESSOR, or an affiliated entity or organization to utilize one (1) then-available un-rented face that it has in inventory. It will be the responsibility of the LESSOR (or its designated user) to pay for the production and installation charges associated with this additional face. It is specifically understood that the additional face will continue to be actively marketed by LESSEE and this public service advertisement can be superseded by LESSEE at its sole discretion.

3. LESSOR agrees not to erect or allow any off-premise billboard sign or any vegetation that may obstruct the highway view of this sign on property owned or controlled by LESSOR which is within two thousand (2,000) feet of LESSEE'S sign. LESSEE is hereby authorized to remove any such vegetation at its option and cost, but only after due notice to LESSOR. and LESSOR'S concurrence that this provision is applicable.
4. LESSEE may terminate this Lease upon giving ninety (90) days written notice in the event that the sign becomes entirely or partially obstructed in any way, or if in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to then terminate this Lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within thirty (30) days after expiration of the term hereof or any renewal. At the termination of this Lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign, at the sole discretion of LESSEE. All such permits so acquired shall be the property of LESSEE, but shall not extend beyond termination of this Lease.
6. LESSOR represents that it is the owner of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE's business activities related to the sign which are provided under this agreement. LESSOR is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.
7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and further agrees to give the new owner written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this Lease, the assignee will be fully obligated to fulfill all terms, conditions, and provisions of this Lease, and LESSEE shall not be released from the obligations of this Lease unless expressly provided by LESSOR in writing. This Lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this Lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. LESSOR and LESSEE each agrees to indemnify the other from any and all damages, liability, costs and expenses, including attorney's fees resulting from any inaccuracy in or non-fulfillment of any representation, warranty or obligation made by therein this Lease.
11. If requested by LESSEE, LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation.
12. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.
13. LESSEE acknowledges that LESSOR is a public entity and, as such, is particularly concerned about the subject matter of any advertising which is located on the property of the City. Accordingly, LESSOR shall retain the right to require LESSEE to relocate any advertising placed on the billboard which LESSOR determines is inappropriate upon giving LESSEE no less than thirty (30) days advance written notice of the requirement of relocation.

[signatures on following page]

WITNESSES TO LESSOR:

Print Name: __________
Print Name: _____

WITNESSES TO LESSEE:

Print Name: __________
Print Name: _____LESSOR: **CITY OF WEST MONROE**By: _____
Staci Albritton Mitchell, MayorDATE: March 5, 2025
Address of LESSOR:
2305 N. 7th Street
West Monroe, LA 71291LESSOR'S TELEPHONE NUMBER: 318-396-2600
LESSOR'S TAX NUMBER: 72-6001497LESSEE: **THE LAMAR COMPANIES**By: _____
Kelly Hubenthal, V.P. & General ManagerDATE: March 5, 2025
Address of LESSEE:
2200 Millhaven Road
Monroe, LA 71203

PANEL #20261

📍 S/S I-20 W/O DOWING PINES

Location #1



WEEKLY IMPRESSIONS: 118,904*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

LAT/LONG: [32.5102275 / -92.1749225](#)

MARKET: MONROE/WEST MONROE

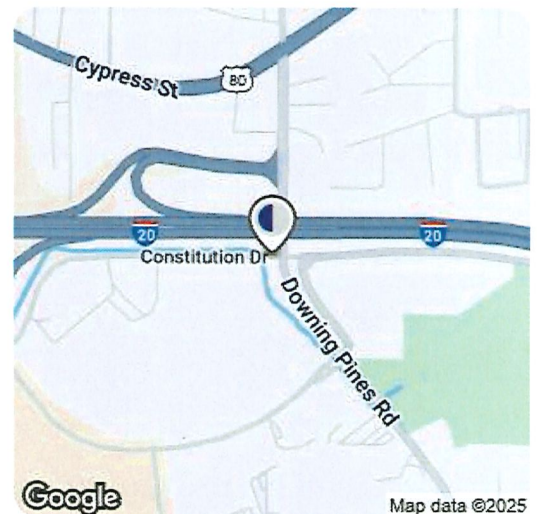
GEOGRAPHIC ID: 606047

PANEL SIZE: 10' 6" x 36' 0" [View Spec Sheet](#)

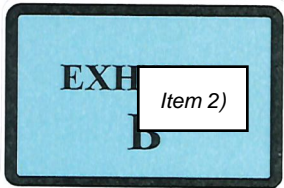
FACING/READ: East / Left

ILLUMINATED: YES

SHIPPING ADDRESS: 2200 Milhaven Rd
Monroe, LA 71203



*Impression values based on: Total Population



SIGN LEASE NO. 2742-01

THIS LEASE AGREEMENT, made this 5th day of March, 2025, by and between: **CITY OF WEST MONROE, LOUISIANA** ("LESSOR") and **THE LAMAR COMPANIES** ("LESSEE"), provides as follows:

WITNESSETH

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be reasonably necessary for the repair and maintenance of an outdoor advertising structure with two (2) sign displays, including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign.

The premises are a portion of the property located in the Parish of Ouachita. State of Louisiana. more particularly described as:

S/S 1-20 .5 Miles E/O Downing Pines (see attached property description)

1. This Lease shall be for a term of five (5) years commencing on March 5, 2025 (the "commencement date"). After the original term of this Lease, it shall continue from year to year unless either party shall give the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.
2. As rental LESSEE will provide to LESSOR an annual rental consisting of Zero (\$ 0.00) DOLLARS in cash, and outdoor advertising as follows: Advertising space on the **[lower left-hand panel]** of the billboard structure on the property here leased **[sign lease 2742-01 which is facing East targeting West bound 1-20 Traffic.]**

LESSOR agrees to pay actual production costs incurred by LESSEE for installations on that face, except that LESSEE shall provide LESSOR one "vinyl" installation per year without cost to LESSOR. LESSOR shall be entitled to assign the right to this use of the designated billboard face from time to time as LESSOR shall desire.

As an additional consideration for the granting of this Lease and as an acknowledgment of its policy of public service. LESSEE will allow the LESSOR, or an affiliated entity or organization to utilize one (1) then-available un-rented face that it has in inventory. It will be the responsibility of the LESSOR (or its designated user) to pay for the production and installation charges associated with this additional face. It is specifically understood that the additional face will continue to be actively marketed by LESSEE and this public service advertisement can be superseded by LESSEE at its sole discretion.

3. LESSOR agrees not to erect or allow any off-premise billboard sign or any vegetation that may obstruct the highway view of this sign on property owned or controlled by LESSOR which is within two thousand (2,000) feet of LESSEE'S sign. LESSEE is hereby authorized to remove any such vegetation at its option and cost, but only after due notice to LESSOR. and LESSOR'S concurrence that this provision is applicable.
4. LESSEE may terminate this Lease upon giving ninety (90) days written notice in the event that the sign becomes entirely or partially obstructed in any way, or if in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to then terminate this Lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within thirty (30) days after expiration of the term hereof or any renewal. At the termination of this Lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign, at the sole discretion of LESSEE. All such permits so acquired shall be the property of LESSEE, but shall not extend beyond termination of this Lease.
6. LESSOR represents that it is the owner of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE's business activities related to the sign which are provided under this agreement. LESSOR is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.
7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and further agrees to give the new owner written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this Lease, the assignee will be fully obligated to fulfill all terms, conditions, and provisions of this Lease, and LESSEE shall not be released from the obligations of this Lease unless expressly provided by LESSOR in writing. This Lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this Lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. LESSOR and LESSEE each agrees to indemnify the other from any and all damages, liability, costs and expenses, including attorney's fees resulting from any inaccuracy in or non-fulfillment of any representation, warranty or obligation made by therein this Lease.
11. If requested by LESSEE, LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation.
12. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.
13. LESSEE acknowledges that LESSOR is a public entity and, as such, is particularly concerned about the subject matter of any advertising which is located on the property of the City. Accordingly, LESSOR shall retain the right to require LESSEE to relocate any advertising placed on the billboard which LESSOR determines is inappropriate upon giving LESSEE no less than thirty (30) days advance written notice of the requirement of relocation.

[signatures on following page]

WITNESSES TO LESSOR:

Print Name: __________
Print Name: _____

WITNESSES TO LESSEE:

Print Name: __________
Print Name: _____LESSOR: **CITY OF WEST MONROE**By: _____
Staci Albritton Mitchell, MayorDATE: March 5, 2025
Address of LESSOR:
2305 N. 7th Street
West Monroe, LA 71291LESSOR'S TELEPHONE NUMBER: 318-396-2600
LESSOR'S TAX NUMBER: 72-6001497LESSEE: **THE LAMAR COMPANIES**By: _____
Kelly Hubenthal, V.P. & General ManagerDATE: March 5, 2025
Address of LESSEE:
2200 Millhaven Road
Monroe, LA 71203

PANEL #20221

📍 S/S I-20 .5 MILES E/O DOWNING PINES - CITY OF WEST MONROE Location #1



ADVERTISING STRENGTHS: This Interstate bulletin is located in one of the growing commercial areas of West Monroe. It targets local commuting traffic as well as West bound traffic traveling thru Northeast Louisiana.

WEEKLY IMPRESSIONS: 167,098*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

LAT/LONG: [32.50963 / -92.1661](#)

MARKET: MONROE/WEST MONROE

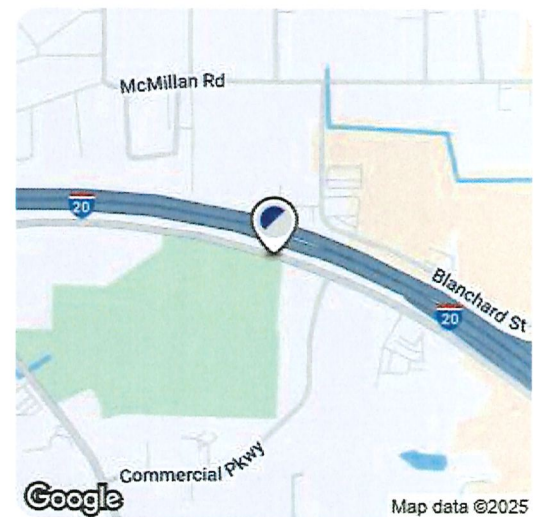
GEOGRAPHIC ID: 606035

PANEL SIZE: 10' 6" x 36' 0" [View Spec Sheet](#)

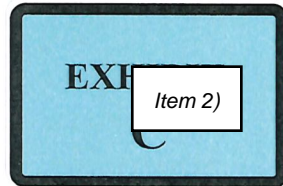
FACING/READ: South East / Left

ILLUMINATED: YES

SHIPPING ADDRESS: 2200 Milhaven Rd
Monroe, LA 71203



*Impression values based on: Total Population



SIGN LEASE NO. 2743-01

THIS LEASE AGREEMENT, made this 5th day of March, 2025, by and between: **CITY OF WEST MONROE, LOUISIANA** ("LESSOR") and **THE LAMAR COMPANIES** ("LESSEE"), provides as follows:

WITNESSETH

LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be reasonably necessary for the repair and maintenance of an outdoor advertising structure with two (2) sign displays, including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE's employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign.

The premises are a portion of the property located in the Parish of Ouachita. State of Louisiana. more particularly described as:

S/S 1-20 .5 Miles E/O Well Road (see attached property description)

1. This Lease shall be for a term of five (5) years commencing on March 5, 2025 (the "commencement date"). After the original term of this Lease, it shall continue from year to year unless either party shall give the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.
2. As rental LESSEE will provide to LESSOR an annual rental consisting of Zero (\$ 0.00) DOLLARS in cash, and outdoor advertising as follows: Advertising space on the **[lower right-hand read]** of the billboard structure on the property here leased **[sign lease 2743-01 which is facing West targeting East bound 1-20 Traffic.]**

LESSOR agrees to pay actual production costs incurred by LESSEE for installations on that face, except that LESSEE shall provide LESSOR one "vinyl" installation per year without cost to LESSOR. LESSOR shall be entitled to assign the right to this use of the designated billboard face from time to time as LESSOR shall desire.

As an additional consideration for the granting of this Lease and as an acknowledgment of its policy of public service. LESSEE will allow the LESSOR, or an affiliated entity or organization to utilize one (1) then-available un-rented face that it has in inventory. It will be the responsibility of the LESSOR (or its designated user) to pay for the production and installation charges associated with this additional face. It is specifically understood that the additional face will continue to be actively marketed by LESSEE and this public service advertisement can be superseded by LESSEE at its sole discretion.

3. LESSOR agrees not to erect or allow any off-premise billboard sign or any vegetation that may obstruct the highway view of this sign on property owned or controlled by LESSOR which is within two thousand (2,000) feet of LESSEE'S sign. LESSEE is hereby authorized to remove any such vegetation at its option and cost, but only after due notice to LESSOR. and LESSOR'S concurrence that this provision is applicable.
4. LESSEE may terminate this Lease upon giving ninety (90) days written notice in the event that the sign becomes entirely or partially obstructed in any way, or if in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to then terminate this Lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within thirty (30) days after expiration of the term hereof or any renewal. At the termination of this Lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE's sign, at the sole discretion of LESSEE. All such permits so acquired shall be the property of LESSEE, but shall not extend beyond termination of this Lease.

6. LESSOR represents that it is the owner of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE's business activities related to the sign which are provided under this agreement. LESSOR is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and further agrees to give the new owner written notice of the existence of this Lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this Lease, the assignee will be fully obligated to fulfill all terms, conditions, and provisions of this Lease, and LESSEE shall not be released from the obligations of this Lease unless expressly provided by LESSOR in writing. This Lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE's sign during the term of this Lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR and LESSEE each agrees to indemnify the other from any and all damages, liability, costs and expenses, including attorney's fees resulting from any inaccuracy in or non-fulfillment of any representation, warranty or obligation made by therein this Lease.

11. If requested by LESSEE, LESSOR will execute and acknowledge a memorandum of Lease suitable for recordation.

12. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

13. LESSEE acknowledges that LESSOR is a public entity and, as such, is particularly concerned about the subject matter of any advertising which is located on the property of the City. Accordingly, LESSOR shall retain the right to require LESSEE to relocate any advertising placed on the billboard which LESSOR determines is inappropriate upon giving LESSEE no less than thirty (30) days advance written notice of the requirement of relocation.

[signatures on following page]

WITNESSES TO LESSOR:

Print Name: __________
Print Name: _____

WITNESSES TO LESSEE:

Print Name: __________
Print Name: _____LESSOR: **CITY OF WEST MONROE**By: _____
Staci Albritton Mitchell, MayorDATE: March 5, 2025
Address of LESSOR:
2305 N. 7th Street
West Monroe, LA 71291LESSOR'S TELEPHONE NUMBER: 318-396-2600
LESSOR'S TAX NUMBER: 72-6001497LESSEE: **THE LAMAR COMPANIES**By: _____
Kelly Hubenthal, V.P. & General ManagerDATE: March 5, 2025
Address of LESSEE:
2200 Millhaven Road
Monroe, LA 71203

PANEL #20231

📍 S/S I-20 .5 MILES E/O WELL ROAD

Location #1



WEEKLY IMPRESSIONS: 204,477*

MEDIA TYPE/STYLE: Permanent Bulletin - Regular

LAT/LONG: [32.510425 / -92.18323](#)

MARKET: MONROE/WEST MONROE

GEOPATH ID: 606039

PANEL SIZE: 10' 6" x 36' 0" [View Spec Sheet](#)

FACING/READ: East / Left

ILLUMINATED: YES

SHIPPING ADDRESS: 2200 Milhaven Rd
Monroe, LA 71203



*Impression values based on: Total Population

STATE OF LOUISIANA
CITY OF WEST MONROE

RESOLUTION NO. _____

MOTION BY: _____

SECONDED BY: _____

RESOLUTION TO AUTHORIZE THE ISSUANCE AND ADVERTISEMENT OF A REQUEST FOR PROPOSALS TO BE RECEIVED FROM CONSULTANTS FOR MANAGEMENT AND ADMINISTRATIVE SERVICES REQUIRED FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE PROGRAM AWARDED UNDER THE FY2024 LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) MAKE A DIFFERENCE (MAD) PROGRAM AWARD FOR PUBLIC FACILITIES RECREATION, HOMEOWNERSHIP ASSISTANCE, AND HOMEOWNER REHABILITATION LOANS AND GRANTS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF ITS FUNDING; TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, AFTER ALL APPROPRIATE REVIEW AND RECOMMENDATION, TO SELECT AND ACCEPT THE BEST PROPOSAL WHICH MEETS THE NEEDED REQUIREMENTS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the issuance and advertisement of a request for proposals to be received from consultants for the management and administrative services required for the administration and implementation of the “Make a Difference (MAD) Program Award for Public Facilities Recreation, Homeownership Assistance, and Homeowner Rehabilitation Loans and Grants” project (sometimes hereafter referred to simply as the “Make A Difference” or “MAD” project) in accordance with the terms and provisions of its funding under the FY2024 Louisiana Community Development Block Grant (LCDBG) Program, is hereby authorized, with the request for proposals to be similar to that attached as Exhibit “A”.

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized, after all appropriate review and recommendation, to select and accept the best proposal which meets the needed requirements of the “Make A Difference (MAD)” project in order that the management and implementation of the project is in accordance with the terms and provisions of the project funding under the FY2024 Louisiana Community Development Block Grant (LCDBG) Program.

The above resolution was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened on the 4th day of February, 2025,

voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
FEBRUARY, 2025

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

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

Grant Management and Project Implementation Services for the City of West Monroe's Make a Difference (MAD) Grant

Overview

The City of West Monroe is accepting proposals from a qualified consultant(s) or firm(s) for grant management and project implementation services for the recently awarded Make a Difference (MAD) Grant, funded by the Louisiana Disaster Recovery Community Development Block Grant (CDBG) Program.

The City of West Monroe's MAD Grant project consists of three key CDBG activities as follows:

- Home Rehabilitation
- Homeownership Assistance
- Public Facility Improvements (specifically Gator Park)

The City of West Monroe will need the Consultant/Firm's assistance with the program development, management and implementation of the first two CDBG activities: Home Rehabilitation and Homeownership Assistance.

Solicitation Objective

The objective of this solicitation is to solicit proposals to manage and implement services for the Make a Difference (MAD) Grant, funded by the Louisiana Community Development Block Grant (CDBG) Program. The City of West Monroe will select the most qualified consultant or firm to carry out the scope of work.

Background

The Community Development Block Grant (CDBG) program was created by the Housing and Community Development Act of 1974. The primary purpose of the CDBG program is the development of viable urban communities by providing decent housing, a suitable living environment and expanded economic opportunities, primarily for persons of very low- and low-income. CDBG programs, sponsored by the U.S. Department of Housing and Urban Development (HUD), award funds to the State of Louisiana and are an important source of funds for the City of West Monroe.

Situated along the Ouachita River, West Monroe was established in 1880 after combining the two former towns of Trenton and Cotton Port. West Monroe is located in Ouachita Parish and is the second-largest city in the Parish. Of the 12,987 people who reside in West Monroe, around 42.4% are considered to be low-and-moderate income (LMI) by the HUD standards. In an effort to better serve its residents the City of West Monroe applied for and received the Make a Difference (MAD) Grant, funded by the Louisiana Disaster Recovery Community Development

Block Grant (CDBG) Program. Through this funding, the city intends to develop and implement Homeownership Assistance and Home Rehabilitation programs. To achieve this, the city is soliciting applications from a qualified consultant(s) or firm(s). The successful applicant will work with and report directly to the Chief of Staff for the City of West Monroe.

Definition

- “Type of Project” refers to grant management services and project implementation related to home rehabilitation and homeownership program development.
- “Similar Projects” refers to projects related to grant management, grant administration and compliance, affordable housing programs, homeownership assistance programs, program development and outreach, and project implementation.
- “Consultant/Firm” refers to any proposers, respondents or offerors seeking to make available their services to perform the requirements of this proposal.

Schedule of Events

- RFP Issued: February 13th, 2025
- Pre-Proposal Meeting: [DATE] I am not sure what this is.
- Questions Due: March 20th, 2025
- Answers to Submitted Questions: [April 3rd, 2025
- Proposal Due: April 17th, 2025
- Evaluation Period: [April 17th, 2025-May 1st, 2025
- Interviews: [May 1st, 2025-May 8th, 2025
- Notice of Award: [May 15th, 2025
- Contract Start Date: [May 21st, 2025

Project Description

The City of West Monroe’s MAD Grant project consists of the following:

Home Rehabilitation

The Consultant/Firm will be responsible for developing a Home Rehabilitation Program on behalf of the City of West Monroe. The purpose of the program is to provide funding to repair homes owned and occupied by low- and moderate-income (L/M) residents. Home rehabilitation assistance should be provided to eligible applicants on a first come, first-served basis as funding permits. Eligible rehabilitation activities should include improvements up to \$20,000 that are necessary to bring the property into compliance with local codes and HUD housing quality standards.

These funds can be used to address issues related to:

- Accessibility improvements
- Electrical repairs
- Heating and air conditioning
- Lead-based paint controls
- Plumbing
- Structural repairs
- Roof repairs

Additionally, the City of West Monroe will consider emergency and accessibility repairs of up to \$10,000 that directly affect the livability of the residential structure, such as:

- Furnace and/or air conditioning repairs and/or replacement
- Plumbing repairs and/or replacement
- Electrical repairs and/or replacement
- Accessibility modifications to accommodate disabilities or aging in place
- Any other improvement deemed necessary to correct a life safety situation

To qualify for the program, eligible residents must have lived in the owner-occupied residential unit for at least one (1) year, live within the City of West Monroe boundaries, and meet the CDBG income thresholds for assistance.

The Consultant/Firm will assist the City of West Monroe with developing program guidelines and an application, including the process by which the City can accept applications from eligible residents on either a rolling or cyclical basis. Additionally, the Consultant/Firm will assist the City with establishing a Program Committee to assist with reviewing and approving applications submitted through the Home Rehabilitation Program. Lastly, the Consultant/Firm will assist the City with developing an outreach strategy to build awareness of these resources.

The City of West Monroe anticipates the Home Rehabilitation Program will have a total budget of \$400,000.

Homeownership Assistance

The Consultant/Firm will be responsible for developing a Homeownership Assistance Program on behalf of the City of West Monroe. The purpose of the program is to assist first time homebuyers with down payment and closing cost assistance. Homeownership assistance will be provided to eligible applicants on a first come, first-served basis as funding permits.

To qualify for the program, eligible residents must be purchasing their first and primary residence, live within the City of West Monroe boundaries, and meet the CDBG income thresholds for assistance.

The Consultant/Firm will assist the City of West Monroe with developing program guidelines and an application, including the process by which the City can accept applications from eligible residents on either a rolling or cyclical basis. Additionally, the Consultant/Firm will assist the City with establishing a Program Committee to assist the City with eligibility determinations, needs assessments, and application approval recommendations. Lastly, the Consultant/Firm will assist the City with developing an outreach strategy to build awareness of these resources.

The City of West Monroe anticipates the Homeownership Assistance Program will have a total budget of \$425,000.

Grant Management, Compliance, & Performance Measurements

The Consultant/Firm must describe how it will support the City of West Monroe with administering the MAD Grant funds for the two CDBG activities described above, ensuring compliance with all federal and state regulations governing programmatic activities. Additionally, the Consultant/Firm must describe how it will monitor pre-established performance metrics, and any others as deemed necessary. Proposed performance measurements and anticipated outcomes for each CDBG activity are shown below.

CDBG Activity	Performance Measurements & Anticipated Outcomes
Home Rehabilitation	<ul style="list-style-type: none"> • Number of residential units rehabilitated: at least 15 • Number of L/M income persons impacted: at least 30 • Average dollar amount of home rehabilitation improvements: \$10,000-12,500
Homeownership Assistance	<ul style="list-style-type: none"> • Number of L/M income households assisted: at least 15 • Number of L/M income persons impacted: at least 30 • Average dollar amount of downpayment assistance: \$15,000 - 20,000 • Number of first time homebuyers in West Monroe benefitting: at least 15

Scope of Work

The City of West Monroe has determined the level and scope of work needed to administer the MAD Grant, as outlined below. The Consultant/Firm will assist the City of West Monroe with the following tasks and deliverables:

Program Development and Implementation

Home Rehabilitation Program

Program Guidelines and Eligibility

- Develop program guidelines and eligibility criteria, ensuring compliance with HUD and CDBG standards
- Establish an application process, including rolling or cyclical intake options

Eligible Activities

- Repairs up to \$20,000 to meet local codes and HUD housing quality standards, including accessibility improvements, electrical repairs, HVAC repairs, lead-based paint control, plumbing, structural and roof repairs
- Emergency and accessibility repairs up to \$10,000, such as furnace repairs, plumbing/electrical replacements, and safety-related modifications

Application and Review Process

- Design application materials and workflows for intake and review
- Assist in establishing a Program Committee to review and approve applications

Outreach and Awareness

- Develop and implement a strategy to promote the program to eligible residents

Homeownership Assistance Program

Program Guidelines and Eligibility

- Develop program guidelines for first-time homebuyer assistance, including eligibility criteria and required documentation
- Establish a process for accepting applications on a rolling or cyclical basis

Eligible Activities

- Provide down payment and closing cost assistance for eligible applicants purchasing their first and primary residence

Application and Review Process

- Create an intake and review process, ensuring compliance with CDBG requirements
- Establish a Program Committee to determine applicant eligibility and make funding recommendations

Outreach and Awareness

- Develop an outreach strategy to educate potential applicants and promote the availability of funds

Grant Management, Compliance, and Performance Monitoring

Grant Administration

- Ensure compliance with all federal, state, and local regulations governing CDBG programs
- Maintain audit-ready records for all grant activities, expenditures, and participant outcomes
- Submit timely reports to the City and relevant agencies, including progress, financial, and performance reports

Financial Management

- Develop detailed budgets and track expenditures for both programs, ensuring alignment with grant objectives
- Facilitate the disbursement of funds to program beneficiaries in accordance with CDBG requirements
- Prepare financial statements for the programs in accordance with the requirements of 2 CFR 200.508 and 200.510.

Monitoring and Performance Measurements

- Establish and monitor key performance metrics, including:
 - Number of homes rehabilitated and individuals assisted
 - Number of first-time homebuyers supported
 - Compliance with program timelines and budgets
- Develop tools for continuous program evaluation and recommend adjustments as needed

Deliverables

In summary, the selected Consultant/Firm will complete the following deliverables:

- Program guidelines, applications, and intake processes for both Home Rehabilitation and Homeownership Assistance programs
- A Program Committee framework, including workflows and review protocols
- Comprehensive outreach and awareness strategies for both programs
- Monthly and final reports detailing program activities, outcomes, and expenditures
- A CDBG-compliant monitoring framework with tools for tracking performance metrics and program success
- Documentation of all program activities, prepared for audit and monitoring by federal and state agencies

Contract and Payments

The City intends to award a cost reimbursement contract, and pay reimbursable hours or appropriate fixed prices on a task completion basis to the selected consultant(s) or firm(s).

Proposals

All consultants or firms must include the following information on the cover page of their proposal:

- Consultant/Firm Name
- Consultant/Firm Address
- Consultant/Firm Telephone Number
- Consultant/Firm Federal Tax Identification Number
- Name, Title, Address, Telephone Number, and Email for the Authorized Representative of the Consultant/Firm

The title of the cover page should be *Request for Qualifications for Grant Management and Project Implementation Services for the City of West Monroe's MAD Grant*.

Proposal Contents

All proposals must include the following headings and information in the order as presented below.

1. Transmittal Letter
2. Background and Experience
3. Relevant Expertise
4. Personnel Qualifications
5. Project Approach
6. Fee/Budget

Transmittal Letter

The transmittal letter must include the following information:

- A brief statement of the Consultant/Firm's understanding of the scope of the work to be performed
- A confirmation that the Consultant/Firm meets the appropriate state licensing requirements to practice in the State of Louisiana if applicable
- A confirmation that the Consultant/Firm has not had a record of substandard work within the last five years
- A confirmation that the Consultant/Firm has not engaged in any unethical practices within the last five years
- A confirmation that, if awarded the contract, the Consultant/Firm acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract
- Any other information that the Consultant/Firm deems appropriate

- The signature of an individual who is authorized to make offers of this nature in the name of the Consultant/Firm submitting the proposal

Background and Experience

In this section, the Consultant/Firm must:

- Provide the Consultant/Firm's full legal name, date of establishment, type of entity and business expertise, brief history, current ownership structure, company size, and list of state(s) worked in
- Describe any prior engagements in which the Consultant/Firm assisted a local government entity with any CDBG-funded projects, with a specific emphasis on housing and recreation facilities
- Provide at least three (3) examples of past experience on similar projects that align with the Scope of Services (as described on pages 1-2), including contact information for each client (i.e., full name, phone number, and email)
- Provide at least two letters of reference from current or past clients attesting to the Consultant/Firm's quality of work
- Provide any germane information that would be uniquely relevant in evaluating the experience of Consultant/Firm to manage and implement the City's MAD Grant project
- Provide current information on professional errors and omissions coverage carried by Consultant/Firm, including amount of coverage

Relevant Expertise

In this section, the Consultant/Firm must:

- Describe specific knowledge of and familiarity with the U.S. Department of Housing and Urban Development's requires for the CDBG Program
- Describe specific knowledge of and familiarity with meeting the CDBG LMI Housing National Objective [24 CFR 570.483]
- Describe specific knowledge of and familiarity with the MAD Grant Program guidelines (refer to Appendix # to review the original MAD Grant guidelines)

Personnel Qualifications

In this section, the Consultant/Firm must:

- Identify any and all staff members who will work on the project, including their title/position and proposed role on the project
- Provide an up-to-date resume for each staff member, including past experience, education, and 2-3 relevant project highlights
 - Include any relevant project experience on CDBG projects, with an emphasis on housing and recreational facilities

Project Approach

In this section, based upon the Scope of Work described above, the Consultant/Firm must:

- Submit an approach plan consisting of proposed list of tasks organized by project milestones that the Consultant/Firm recommends to successfully carry out the program
- Provide program performance details for the approach plan; estimated completion times per task, staffing plan per task, price types appropriate to the task and proposed deliverables and/or other measurements of program accomplishment

Note: *The Consultant/Firm should clearly describe how they intend to manage the MAD Grant and implement the project on behalf of and in collaboration with the City of West Monroe.*

Fee/Budget

The total budget for these services is not to exceed \$75,000.

For each separate task, the Consultant/Firm must provide the following information:

- Direct labor hours per task by staff position and each position's corresponding hourly rate
- Mileage and per diem required per task
- Contracted services required per task
- Supplies or materials identified by quantities and cost per unit

The Consultant/Firm must show each subtotal per task as well as per budget category (as described above). The Consultant/Firm must also propose a cost ceiling to perform the overall contract.

The City reserves the right to negotiate proposed costs with any and all Consultants/Firms that submit a proposal in response to this RFP.

Selection Criteria

The City will select a Consultant/Firm that has the relevant expertise developing, managing, and implementing CDBG funded Homeownership Assistance and Home Rehabilitation Programs and/or can demonstrate substantial experience working on projects related to grant management, grant administration, and compliance, affordable housing programs, homeownership assistance programs, program development and outreach, and project implementation.

All proposals submitted in response to this RFP will be evaluated according to the following criteria and corresponding weighting system. The proposals will be

evaluated on the basis of written materials. Incomplete or incorrect information may result in a lower evaluation.

Evaluation Criteria	Maximum Points
Technical Approach	30
Past Experience	25
Personnel Qualifications	25
Cost	20
Total	100

Proposal Submission

Proposals can be sent electronically via email to chornsby@westmonroe.la.gov with the subject, "RFP-MAD West Monroe Make a Difference", or mailed to West Monroe City Hall addressed to Courtney Hornsby, City of West Monroe, 2305 North 7th Street, West Monroe, LA 71291.

Proposal must be submitted no later than Friday, MONTH, ##, 2025 by 5:00pm CT. Proposals received after this date and time will **not** be evaluated by the City.

Additional Information

Questions regarding this RFP should be directed to Courtney Hornsby at 318-396-2600 or chornsby@westmonroe.la.gov with the subject, "Question RFP-MAD West Monroe Make a Difference", no later than the date listed in the Schedule of Events.

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 ENTER INTO THE MUNICIPAL WATER POLLUTION PREVENTION PROGRAM OF THE ENVIRONMENTAL PROTECTION AGENCY, REGION 6, AND FOR OTHER MATTERS RELATING THERETO.

Section 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to execute any and all documents either necessary or appropriate in order that the City participate in the Municipal Water Pollution Prevention Program of the Environmental Protection Agency, Region 6, and particularly the requirements of those matters set forth in "In the Matter of the City of West Monroe", Proceedings Under Section 308(a)(4)(A), Clean Water Act, NPDES permit no. LA0043982, docket no. VI-91-2526, United States Environmental Protection Agency, Region 6, and any related proceedings or actions, and to further take any and all other action and execute any and all other such documentation as she feels either appropriate or necessary with respect thereto.

Section 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized and directed to certify to the United Stated Environmental Protection Agency, Region 6, that the City has reviewed the Municipal Water Pollution Prevention Environmental Audit Report, and is further authorized and directed to take all actions necessary to maintain permit requirements contained in the NPDES permit LA0043982.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 4th day of February, 2025, the final vote being as follows:

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

ATTEST:

APPROVED THIS 4TH DAY OF
FEBRUARY, 2025

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: _____

ORDINANCE TO APPROVE THE SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT ORIGINALLY EFFECTIVE AS OF THE 1ST DAY OF AUGUST, 2003, AND NOW WITH CWI-WHITE OAKS LANDFILL, INC, TO MODIFY THE OPTIONS TO EXTEND THE TERM OF THAT CONTRACT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, a Waste Disposal Agreement was originally executed by and between Consolidated Waste Industries, Inc., CWI White Oaks Landfill, LLC and the City of West Monroe, Louisiana, originally effective as of the 1st day of August, 2003 (the “Agreement”) which Agreement has since been amended by the First Amendment to the Agreement, and transferred and assigned (with the approval of the City) to CWI-White Oaks Landfill, Inc; and

WHEREAS, the City has requested the options to further extend that Amendment be modified, and to provide only for an option to extend the Agreement for a period of 1 year, to which CWI-White Oaks Landfill, Inc has agreed.

WHEREAS, this proposed amendment is beneficial to the City of West Monroe and to its residents.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is authorized to enter into a Second Amendment of that Waste Disposal Agreement originally effective as of the 1st day of August, 2003, now between CWI-White Oaks Landfill, Inc, and the City of West Monroe, Louisiana, all according to the terms, conditions and provisions of that “Second Amendment to Trash Disposal Agreement By and Between City of West Monroe, Louisiana and CWI-White Oaks Landfill, Inc”, a copy of which is attached as Exhibit “A”, and sometimes simply referred to as “Second Amendment”.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to contract and agree to such other modifications of the terms and provisions of that Second Amendment as are incidental or ancillary to the specific changes set forth above; to thereafter execute the Second

Amendment containing such terms and conditions or may be necessary or beneficial; and to take any action or execute any further documents she deems either necessary or proper to carry out the provisions of the foregoing authorization.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 4th day of February, 2025, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
FEBRUARY, 2025

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

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

**SECOND AMENDMENT TO
TRASH DISPOSAL AGREEMENT
BY AND BETWEEN
CITY OF WEST MONROE, LOUISIANA
AND
CWI-WHITE OAKS LANDFILL INC**

This Second Amendment to that certain Trash Disposal Agreement (“Second Amendment”) is made and entered into to be effective as of February __, 2025 (“Second Amendment Effective Date”), by and between City of West Monroe, a political subdivision of the State of Louisiana (“City”) and CWI – White Oaks Landfill Inc., a Delaware corporation authorized to do business in the state of Louisiana (hereinafter “Company”). Company and City are each individually referred to herein as a “Party” and collectively as the “Parties”. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

BACKGROUND

- A. WHEREAS, the City and Consolidated Waste Industries, Inc. entered into that certain Trash Disposal Agreement (“Agreement”) dated August 1, 2003, and
- B. WHEREAS, Company, as successor in interest of Consolidated Waste Industries, Inc., and City entered into that certain First Amendment (“First Amendment”) dated July 1, 2010 amending the Agreement; and
- C. WHEREAS, the Parties wish to further amend and modify the Agreement as set forth more fully below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed to and acknowledged, the parties hereto agree as follows:

1. Amendment to First Renewal Term. The parties hereby agree to amend and restate Section 2.2(a) in its entirety as follows: “(a) one (1) one-year period commencing at the end of the Initial Term (the “First Renewal Term”) unless the City notifies the Company of its desire to terminate this Disposal Agreement not less than ninety (90) days prior to the end of the Initial Term.”
2. Amendment to Second Renewal Term. The parties hereby agree to amend and restate Section 2.2(b) in its entirety as follows: “upon the expiration of the First Renewal Term, this Disposal Agreement shall terminate unless extended by the mutual written agreement of the Parties.” The parties further agree to delete and strike Section 2.2(c) in its entirety.
3. Counterparts. This Second Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.
4. Ratification. All terms and provisions of the Agreement and/or First Amendment not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.
5. Conflicting Provisions. In the event of any conflict between the terms of the Agreement and/or the First Amendment, and this Second Amendment, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the Parties execute this Amendment as of the date first written above.

COMPANY:

CWI-WHITE OAKS LANDFILL, INC.

By: _____

Name: _____

Its: _____

CITY:

CITY OF WEST MONROE, LOUISIANA

By: _____

Name: _____

Its: _____

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 A CONTRACT FOR A PHASE I CULTURAL RESOURCES SURVEY WITH WETLANDS UNLIMITED, LLC TO PROVIDE NEEDED PROFESSIONAL SERVICES IN ORDER TO FULFILL THE REQUIREMENTS OF FUNDING FOR THE BLACK BAYOU DRAINAGE IMPROVEMENTS PROJECT WEST MONROE, LOUISIANA; 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 regular 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, that “Phase I Cultural Resources Survey - Black Bayou Drainage Improvements Project, West Monroe, Louisiana” with Wetlands Unlimited, LLC in order to provide for needed professional services to fulfill the requirements of funding for the Black Bayou Drainage Improvements Project, West Monroe, Louisiana, all as more fully set forth in that contract “Phase I Culture Resources Survey - Black Bayou Drainage Improvements Project, West Monroe, Louisiana”, a copy of 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 regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized further modify the attached contract in such manner as she determines necessary or appropriate prior to its execution, and to take any and all actions and to execute any and all further documents she deems either necessary or proper to carry out the activities arising out of that contract described above according to its terms and its intent.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 4th day of February, 2025, the final vote being as follows:

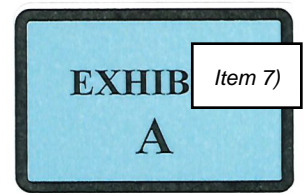
YEA: _____
NAY: _____
NOT VOTING: _____
ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
FEBRUARY, 2025

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

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



January 28, 2025

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

Proposal No. 2025.009

**Subject: Phase I Cultural Resources Survey
Black Bayou Drainage Improvements Project
West Monroe, Louisiana**

To Whom It May Concern:

Wetlands Unlimited, LLC (WU) is pleased to submit this proposal to the City of West Monroe to complete a Phase I Cultural Resources Survey within the footprint of the proposed Black Bayou Drainage Improvements Project in West Monroe, Louisiana.

The following sections present our scope of work, schedule, and fees for completing the project.

SCOPE OF WORK

Phase I Cultural Survey

A response by the Choctaw Nation of Oklahoma to a previous project review request, as required by National Environmental Policy Act (NEPA) regulations, requested a Phase I Cultural Resources Survey (Phase I Survey) of the project footprint. The scope of work described herein is intended to fulfill the requirement for the Phase I Survey.

The technical activities, including archaeological field activities and findings report preparation, will be led by Surveys Unlimited Research Associates, Inc. (SURA). WU will provide project management, agency liaison, and supplemental field support for the effort.

The scope of the proposed technical activities has been provided by SURA under a separate proposal, addressed to WU. The provided scope is as follows:

Wetlands Unlimited, LLC
PO Box 1892
West Monroe, Louisiana 71294

General

A Phase I cultural resources survey will be carried out in the area indicated by the red line in the attached map (Attachment A). This is an area consisting of about 8,078 linear feet, on both sides of Black Bayou, and a temporary-use area of about 16 acres at the southern end. The width of the area to be disturbed will vary from around 10 to 100 feet and will run on both sides of the Bayou. The area to be surveyed will be referred to herein as the Area of Potential Effects (APE). The APE is within the existing Black Bayou right-of-way areas, or within areas for which WU has prior approval to enter.

Standards

The survey will conform to the requirements of the Louisiana Division of Archaeology (LDOA), the Louisiana State Historic Preservation Officer (SHPO), and the Choctaw Nation of Oklahoma. SURA will provide six copies of the report to the client.

Methodology

All survey shovel tests will be conducted at 98.4 ft intervals along a single transect within the APE. If there are areas of spoil along the APE, auger tests may be substituted for shovel tests. All material excavated by shovel will be screened using ¼" hardware cloth, except in cases where the soil is too wet or contains too much clay content to permit screening. In those cases, the excavated material will be broken up by hand or trowel and visually examined. No shovel tests will be excavated in areas of standing water or where there is obvious surface disturbance (i.e., areas where the topsoil has been removed). Areas of excessive slope (i.e., more than 30%) will not be shovel tested. All archaeological sites will be defined using standard site definition methodology; that is, shovel tests will be excavated along a grid oriented to the cardinal directions (or, in cases where the topography renders this not feasible, oriented to grid north) and excavation of shovel tests will continue until two successive shovel tests or a natural barrier (e.g., a water course or an area of disturbance) are negative. Shovel test intervals for site definition will be 10 m, except that in the case of larger sites, the protocol described in the LDOA guidelines will be followed. Sites will be mapped using tape and compass and photographed. Material recovered will be taken to the SURA offices for cleaning and analysis. At the end of the project it will be turned over to such facility as the LDOA designates for curation, unless the landowner requests the artifacts. The field methodology may be modified if, in the judgment of the senior archaeologist in the field, conditions so warrant. Site definition will be limited to the APE. Areas outside the APE may be investigated if the ranking archaeologist in the field so decides.

Access

WU understands that the client will provide instructions regarding acceptable access locations, sufficient to complete the study. Any delays caused by failure to obtain access will be borne by the client and are in addition to this contract.

Human Remains

Should an unmarked human burial be found during survey, all work in the immediate area of the remains will halt and the Ouachita Parish Sheriff's Office will be notified within 24 hours and the LDOA within 72 hours. Should the sheriff and coroner determine that no recent crime scene is represented (i.e., that the remains are over 50 years old) then the procedures of Section 106 of the National Historic

Preservation Act (NHPA) and the Louisiana Unmarked Human Burial Sites Preservation Act (LUBSPA) will be followed.

Report

The results of the survey will be embodied in a written report that conforms to the standards of the SHPO/LDOA. This report will assess each site found according to current National Register of Historic Places criteria and the outcome, regarding each site, may be any of the following:

- a) No archaeological materials/structures were found, in which case there will be a recommendation by SURA that the development be allowed to proceed as planned.
- b) Archaeological materials/structures were found but they were considered insignificant (i.e., the cultural property in question did not qualify for the National Register of Historic Places because it was disturbed or the materials were not diagnostic of a particular culture or period). In such a case, SURA will recommend the development project proceed as planned.
- c) Archaeological materials/structures were found but it was impossible on the basis of Phase I methodology to determine without further work whether these materials were significant. In such a case, National Register eligibility testing (Phase II) will be recommended, unless the client elects to avoid the area containing these materials. Phase II testing will require a modification of the original contract regarding time, money and methodology, as it will involve the placement of several excavation units.
- d) Archaeological materials/structures were found and they indicated a site that was clearly eligible for the National Register of Historic Places. The client will have the option to avoid the site or to sponsor excavations (in the case of archaeological sites) or HABS/HAER recordation in the case of buildings or engineering structures.

FEES

WU proposes to provide the scope of work contained herein on a Fixed Fee basis. This cost estimate assumes that applicable project information and access to the project site will be made readily available as requested. The combined costs for the base proposed scope of work listed previously is **\$14,473.80**.

This budget assumes that no additional archaeological sites are discovered. Should those items be located during the Cultural Assessment survey, an additional **\$440** per box will be assessed to the client to cover the costs charged by the LDOA for curation.

SCHEDULE

WU and SURA are prepared to proceed immediately upon receipt of authorization to proceed.

TERMS AND CONDITIONS

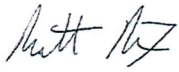
Accompanying this proposal as **Attachment B**, is a copy of WU's Standard Terms and Conditions, and these Terms and Conditions are incorporated into this proposal as if fully set forth herein.

The services and fees outlined in this proposal are valid for 30 days after the submission date.

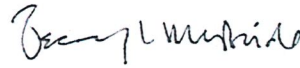
For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the acceptance page in the designated area and return a copy to either Jeffrey McBride at jeffrey@wetlandsunlimited.org or to me at matt@wetlandsunlimited.org.

Sincerely:

Reviewed By:



Matt L. Mixon
COO
Wetlands Unlimited, LLC
p. (318) 732-0962
matt@wetlandsunlimited.org



Jeffrey L. McBride
CEO
Wetlands Unlimited, LLC
p. (318) 732-0979
jeffrey@wetlandsunlimited.org

Enclosures: Attachment A - Area of Potential Effects
Attachment B - WU Standard Terms and Conditions

WU Proposal No.: 2025.009		Value Authorized: \$14,473.80 plus \$440 per box of archaeological materials recovered (if applicable).
Acceptance of this proposal by (Print):		
Signature		Date
Title		
Company		
Accounts Payable Contact Details		
Name:		
Phone Number:		
Email:		

By signing this document, I am authorizing Wetlands Unlimited, LLC to begin performing this project per the scope of services referenced above. My signature represents a commitment to reimburse WU for all charges incurred per the fee schedule on this project up to the time I request work to stop. The work stoppage date shall be issued in writing.

Please note that WU reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT, together with WU's proposal, Unit Fee Schedule, and WU's Terms and Conditions, constitute the entire agreement between the Client and WU and supersedes all prior written or oral understandings.

Attachment A - Area of Potential Effects

Attachment B - WU Standard Terms and Conditions

WETLANDS UNLIMITED, L.L.C.
BUSINESS TERMS AND CONDITIONS

A. Agreement for Services

The terms and conditions set forth in this Business Terms and Conditions and the accompanying proposal (herein after referred to as the “proposal”) constitute the entire, and only, agreement (herein after referred to as the “Agreement”) between Wetlands Unlimited, L.L.C. (herein after sometimes referred to as “Wetlands Unlimited”) and the Client as to the subject matter of the proposal. This agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any and all previous agreements, understandings, and covenants which may have existed between the parties, of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this contract, are void and of no effect and shall not in any way be taken into consideration in the interpretation of the terms of this Agreement. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of Wetlands Unlimited and Client.

B. Relationship of the Parties

Under this Agreement, Wetlands Unlimited may serve as agent for, on behalf of and in the name of the Client, for the sole purpose of achieving project objectives and performing the required work. Such agency will be exercised only in the interest of efficiency in pursuing project objectives. Wetlands Unlimited may, in its sole discretion, determine which agency power, if any, serves such interest of efficiency. Client must express any objection to the exercise of such an agency by Wetlands Unlimited in writing within five (5) days of the receipt of actual notice thereof.

Any agency created under this Agreement will terminate immediately upon Wetlands Unlimited’s receipt of notice from Client. Wetlands Unlimited will not be responsible for any actual, consequential, or incidental damages due to delays caused by Client’s refusal to allow Wetlands Unlimited to act as agent for Client. Wetlands Unlimited will not be liable by reason of any agency created under this Agreement for any actual consequential or incidental damages caused by the fault of Client or a third party.

Wetlands Unlimited will neither be responsible for, nor be considered to be a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations resulting from work performed in this capacity.

C. Confidentiality

All information generated during the performance of work under this Agreement will be considered proprietary and confidential. Such information received, whether ascertained directly or indirectly, will not be disclosed to any third party without prior authorization from Client, unless required by law or applicable regulation(s). Confidential information which has become available directly or indirectly to the general public through governmental agencies will not be considered the fault of Wetlands Unlimited and will in no way be construed as breach of this Agreement. All information submitted in the form of proposal, bid, cost estimate, etc. by Wetlands Unlimited is considered to be confidential and privileged. Any use or disclosure of this information without written consent from Wetlands Unlimited is prohibited, unless required for the purpose of evaluating content for procuring of services requested by Client.

D. Changed Conditions/Change of Scope

It is understood by the parties to this Agreement that, in the course of performing the work described in the accompanying proposal, conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the consent of the Client in the form of a written agreement, signed by both parties. Any additional work shall be performed subject to all terms and conditions of this Agreement. If conditions have changed to the extent that Wetlands Unlimited believes that continued work poses an unreasonable health or safety risk, Wetlands Unlimited may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated, Wetlands Unlimited will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

E. Delays

If Wetlands Unlimited is delayed in the completion of the work by any act or neglect of Client, or of any employee of either, or by any other contractor employed by Client, or by changes ordered in the work, or by weather conditions, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any other causes beyond Wetlands Unlimited's control, or by delay authorized by Client, or by any cause which Client shall decide to justify the delay, then the time of completion shall be extended for the period of any or all of the above-stated causes.

Should Wetlands Unlimited be prevented from complying with any express or implied provision of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is not the fault of Wetlands Unlimited, then while so prevented, Wetlands Unlimited's obligations to comply with such covenant shall be suspended, and Wetlands Unlimited shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of Wetlands Unlimited.

F. Termination

This Agreement may be terminated for good cause, by either party upon written notice by the other party received at least thirty (30) days in advance of termination. However, if work is terminated due to conditions perceived as being unsafe, work may be terminated immediately. This Agreement may also be terminated by express written agreement entered into by all parties to this Agreement. In the event that Client attempts to terminate this Agreement without cause, or otherwise wrongfully, Wetlands Unlimited shall be entitled to recover the lost profits which it would have earned if the Agreement had not been breached as well as all other damages allowed under law.

G. Ownership and Use of Documents

The production of all documents, including, but not limited to specifications, copies of specifications and drawings, under this Agreement is considered to be solely associated with the completion of this project and its proposed scope of work. These documents shall not be used on any other project. The Client may not reproduce any document prepared by Wetlands Unlimited for this project except for use pertaining to the furtherance of project scope. Any use or distribution of any document prepared by Wetlands Unlimited for purposes which do not pertain to the completion of the scope of work is expressly prohibited, unless prior written authorization is provided by Wetlands Unlimited.

All documents and reports of Wetlands Unlimited, and the results and conclusions therein, arising out of this Agreement or pertaining to the project objectives are intended solely for the use of Wetlands Unlimited and Client unless the parties to this Agreement specify otherwise in writing. Without limiting the foregoing, no

third person/entity may rely on any document or report of Wetlands Unlimited unless expressly agreed otherwise in writing by Wetlands Unlimited.

H. Disclosure

It is understood that the Client may have various information pertaining to the project that is not known to Wetlands Unlimited. This information may include site history, location of buried objects, suspected contaminants, other subsurface conditions, utilities, etc. The Client is obligated under this Agreement to disclose such information to Wetlands Unlimited that may affect the performance of work and safety of employees and others. The Client shall also disclose information concerning ownership of property where work is performed and provide authorization to access property unless otherwise agreed upon by both parties in writing. All such information shall be disclosed by Client prior to initiation of work under this Agreement. Wetlands Unlimited shall not be liable for any loss or damage incurred by any party to this Agreement resulting from Client's failure to disclose such information.

I. Insurance

Insurance coverage will be maintained by Wetlands Unlimited for work performed under this Agreement. Upon request of the Client, Wetlands Unlimited will furnish a certificate of insurance indicating the types and amounts of coverage maintained.

J. Indemnification

Wetlands Unlimited shall indemnify and hold harmless the Client and its officers, employers, and agents from and against all liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and reasonable attorney's fees arising out of work performed by Wetlands Unlimited under this Agreement to the extent that such is a result of any negligent act, error, or omission of Wetlands Unlimited or its representatives. The Client agrees to provide Wetlands Unlimited prompt notice of any suit, claim, demand, or action relating to work performed under this Agreement, in order for Wetlands Unlimited to have sufficient time for preparing a defense against such actions. This indemnification excludes any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses and reasonable attorney's fees resulting out of any errors, omissions, fault or negligent acts of the Client or any of its servants, agents, consultants, or other representatives.

The Client shall indemnify, defend, and hold harmless Wetlands Unlimited and its officers, employees, servants, consultants, agents, successors, and representatives from any liabilities, claims, law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and attorney's fees that are a result of any negligent act, error, omission or any other fault of Client.

Except to the extent that an action results from the legal and proximate fault of Wetlands Unlimited, the cost of defending any action or other circumstance which would require the indemnification of Wetlands Unlimited by the Client, and the amount of any penalty, judgment, or assessment entered or assessed in any civil proceeding which would require the indemnification of Wetlands Unlimited by the Client, shall be reimbursed to Wetlands Unlimited by the Client as part of the cost of the work but shall not be considered part of the fee base.

K. Invoices

Invoices will be submitted on a monthly or quarterly basis, or at project completion at the discretion of Wetlands Unlimited, or as otherwise stipulated in the proposal. Invoice balances are due upon receipt of invoice and considered past due 30 days after invoice date. Past due balances are subject to interest charges at the rate of 1 1/2 percent per month (18% annually), effective 30 days after the date of invoice. Wetlands

Unlimited may elect to cease all work performed under this Agreement, should payment not be received within 45 days of the date of invoicing. Any acceptance of late or partial payments by Wetlands Unlimited shall not constitute a waiver of Wetlands Unlimited's right to enforce the terms of the Agreement. Wetlands Unlimited will make efforts to collect on all accounts. However, Client will be responsible for reasonable collection-related expenses on all delinquent accounts.

The Client will notify Wetlands Unlimited of any dispute concerning an invoice within 10 days of the date of invoice. Notwithstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay Wetlands Unlimited all portions of invoices that are not in dispute. Client will be required to pay interest on any withheld amounts, as provided in this Agreement. Should Wetlands Unlimited agree that the disputed amount was charged in error, Wetlands Unlimited will credit the Client with such amount on subsequent invoices to the Client.

The Client is responsible for full payment of all Wetlands Unlimited invoices at agreed upon terms, conditions, and fees. Should Wetlands Unlimited determine that it will exercise its discretion and allow Client an additional period of time for payment, such determination and the modified payment terms which are applicable will be provided in the "compensation" section of the proposal accompanying these business terms and conditions. No such extension of time for payment shall be valid or effective unless it is stated in writing. It is within the discretion of Wetlands Unlimited to allow Client an additional period of time for payment for the purpose of giving Client an opportunity to receive reimbursement from any applicable Trust Funds or other applicable insurance policies. In no event shall this time period exceed 180 days from the invoice date.

L. Method of Payment

Direct payment in the form of a check shall be made payable to Wetlands Unlimited, L.L.C.

M. Validity

This proposal is valid, unless revoked in writing, for a period of thirty (30) days from the date of the proposal. This proposal is automatically revoked if not accepted within thirty (30) days and received by Wetlands Unlimited within 45 days unless otherwise accepted in writing by Wetlands Unlimited and at sole discretion of Wetlands Unlimited.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.016019, FEDERAL AID PROJECT NO. H016019, DOWNING PINES RD: ROUNDABOUT AT MANE ST, OUACHITA PARISH; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT ENTITY/STATE AGREEMENT AND ANY RELATED FUNDING COMMITMENT LETTER OR OTHER RELATED DOCUMENTS; AND TO FURTHER EXECUTE ANY ALL FURTHER DOCUMENTS, AUTHORIZATIONS, OR COMMITMENTS, AND TO UNDERTAKE ANY AND ALL ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an Entity/State Agreement with the Louisiana Department of Transportation and Development regarding State Project No. H.016019, Federal Aid Project No. H016019, Downing Pines Rd: Roundabout At Mane St, Ouachita Parish, a copy of which is more fully set forth as the attached Exhibit “A”, and that Staci Albritton Mitchell, Mayor, be and she is hereby authorized to execute that Entity/State Agreement on behalf of the City of West Monroe, Louisiana, and she or other designated Responsible Person In Charge is authorized to further execute any and all documents either necessary or appropriate to reflect the approval by the City of West Monroe, Louisiana, including the required Federal or State funding commitment letter, with the City of West Monroe, Louisiana, then committing to and assuming all obligations of “Entity” for all required costs reflected on any required funding commitment letter.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating

to the award of that project, or otherwise to fulfill the obligation of the City of West Monroe, Louisiana, as it relates to the agreement.

The above Ordinance was read and considered by sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this 4th day of February, 2025, the final vote being as follows:

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

APPROVED THIS 4TH DAY OF
FEBRUARY, 2025

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
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016019
FEDERAL AID PROJECT NO. H016019
DOWNING PINES RD: ROUNDABOUT AT MANE ST
OUACHITA PARISH**

THIS AGREEMENT is made and executed in two (2) originals on this _____ day of _____, 20_____, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “DOTD,” and **City of West Monroe**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**.”

WITNESSETH: That the parties hereto agree as follows:

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

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

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

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

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

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

Entity/State Agreement
S.P. No. H.016019
F.A.P. No. H016019
Downing Pines Rd: Roundabout At Mane St
Ouachita Parish
Page 2 of 22

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

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

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to design and construct a single lane roundabout at the intersection of Downing Pines Road, Short Constitution Drive and Mane Street, in West Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Aid Project Numbers have been assigned to this Project as follows: **State Project No. H.016019 and Federal Aid Project No. H016019**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Entity/State Agreement
 S.P. No. H.016019
 F.A.P. No. H016019
 Downing Pines Rd: Roundabout At Mane St
 Ouachita Parish
 Page 3 of 22

Responsibility Table¹ Roadway Control Section 000-37			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

¹Engineering and construction contracts will be between the City of West Monroe and the consultant/contractor.

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown

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in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for State or Federal participation if it so desires and at its own cost subject to prior DOTD and/or Federal approval.

Funding Table¹ Roadway Control Section 000-37			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD ³	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	20%	80%	
Rights-of-Way			
Appraisal/Valuation Services	20%	80%	
Appraisal Review	20%	80%	
Acquisition/Relocation Services	20%	80%	
Other Right of Way Services	20%	80%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	100%	0%	
Utility Permits	100%	0%	
Construction	20%	80%	
Construction Engineering and Inspection	20%	80%	
Construction Engineering Testing	20%	80%	
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program ("TIP"), including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads.

³Funds provided by DOTD are Federal DEMO funds and not to exceed \$3,600,000.00.

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

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract, as specified in the Funding Table. The amount of indirect costs will be calculated based on DOTD's most current Federally approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

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

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

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

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance

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with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within thirty (30) days of determining it is correct. The Entity must bill within sixty (60) days of the incurrence of expense or receive a written waiver from its project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. In the event of the Entity's noncompliance with applicable requirements, DOTD has the authority to impose such contract sanctions as it, or FHWA, may determine to be appropriate, including but not limited to withholding of payments to the Entity until the Entity complies with all requirements.

The Entity shall submit all final billings for all Stage/Phases of work within ninety (90) days after completion of the period of performance of this agreement. Failure to submit these billings within the specified ninety- (90-) day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with Federal/State laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

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

In the event of the Entity's failure to timely prepare and submit in the manner specified, any documentation with back up documentation required for project close-out, including, but not limited to Final estimates, Summary of Samples and Test Results Form ("Form 2059"), et cetera, DOTD will withhold a portion of or the entire payment to the Entity until the Entity submits the required project close-out documentation with backup documentation.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity, at the time of execution of this Agreement, shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need

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not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on State routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality, and scope of Federal-aid projects;
- Maintain familiarity of day-to-day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments, and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project; and
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

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

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

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

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred, specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the

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contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No subconsultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

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

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

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

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or subconsultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1, *et seq.*

ARTICLE VI: ENVIRONMENTAL PROCESS

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

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

The Project will be developed in accordance with the National Environmental Policy Act ("NEPA"), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules, and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard

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Practice.” All Stage/Phase 1 environmental documents and public involvement proposals prepared by or for the Entity shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

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

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

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

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards for Highways”), and State requirement(s) applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including, but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms, see the LPA Manual located on the DOTD website: (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx).

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

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

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

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

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

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

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

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

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to State and Federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

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

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

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the

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Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

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

ARTICLE X: PERMITS

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

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

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

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

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

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

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

ARTICLE XII: BIDS FOR CONSTRUCTION

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

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

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

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

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

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

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

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

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual ("EDSM"), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in HeadLight, and estimates and change orders in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through HeadLight Materials and Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant

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must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of thirty (30) days from the date of recordation of the acceptance of the project for projects under \$2 million, and within a maximum of sixty (60) days for projects over \$2 million.

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

ARTICLE XIV: SUBCONTRACTING

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

- a) Including qualified DBE on solicitation lists;
- b) Assuring that DBE are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE; and/or
- e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

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

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation ("US DOT") financially assisted contracts or in the administration of its DBE program or the

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requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR Part 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR Part 26 in the performance and administration of this agreement and any related contracts.

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

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

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

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

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

ARTICLE XVI: DIRECT AND INDIRECT COSTS

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

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

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

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

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

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the Project for inspection by DOTD and/or the Legislative Auditor, the FHWA, or any authorized representative of the Federal Government under State and Federal Regulations, effective as of the date of this Agreement, and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

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

Record retention may extend beyond five (5) years if any of the following apply:

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

ARTICLE XVIII: CANCELLATION

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

- 1. By mutual agreement and consent of the parties hereto;
- 2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any State/Federal costs that have been incurred for the development of the Project shall be repaid by the Entity;
- 3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project;
- 4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within sixty (60) days after receipt of such notice the Entity has not either corrected such failure, or in the event it cannot be corrected within sixty (60) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any State/Federal costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of twelve (12) months or until any repayment is rendered;
- 5. If the project has not progressed to construction within the time periods provided under applicable Federal law, the Project will be cancelled and all expended Federal funds must be refunded to DOTD; and/or

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6. Failure to comply with the requirements of State or Federal law, including 2 CFR 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

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

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

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

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

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ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

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

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

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

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

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments, and/or uses for non-highway purposes.

Construction– Entity

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

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final

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Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that it may have representatives present for such inspection.

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

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

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: COMPLIANCE WITH LAWS

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

ARTICLE XXIII: VENUE

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

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

CITY OF WEST MONROE

BY: _____

Typed or Printed Name

Title

72-60001497
Taxpayer Identification Number

TKPGRPA6GCE9
Unique Entity ID Number

20.205
Assistance Listing Number (ALN)

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

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 A “CONTRACT FOR CONSULTANT SERVICES, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY CONSULTANT SERVICES” WITH GRANT SUPPORT, LLC TO PROVIDE NEEDED PROFESSIONAL CONSULTING SERVICES IN ORDER TO FULFILL THE REQUIREMENTS OF FUNDING UNDER THE STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT (OCD) COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG - MIT) PROGRAM; 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 regular 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, that ‘Contract For Consultant Services, Community Development Block Grant Program Disaster Recovery Consultant Services” with Grant Support, LLC to provide for needed consulting services in order to fulfill the requirements of funding under the State of Louisiana, Office of Community Development (OCD) Community Development Block Grant - Mitigation (CDBG-MIT) program and related activities, all as more fully set forth in that “Contract For Consultant Services, Community Block Grant Program Disaster Recovery Consultant Services”, a copy of 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 regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized further modify the attached contract in such manner as she determines appropriate prior to its execution, and to take any and all actions and to execute any and all further documents she deems either necessary or proper to carry out the activities arising out of that contract described above according to its terms and its intent.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 4th day of February, 2025, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 4TH DAY OF
FEBRUARY, 2025

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

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

CONTRACT FOR CONSULTANT SERVICES

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY CONSULTANT SERVICES

PART I -- AGREEMENT

This Agreement for professional services is by and between the City of West Monroe, State of Louisiana (hereinafter called the "GRANTEE"), acting herein by Staci Mitchell, Mayor, hereunto duly authorized, and Grant Support, LLC, a corporation organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by Candice Mahoney, Principal, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the GRANTEE has received funding under the State of Louisiana, Office of Community Development (OCD) Community Development Block Grant – Mitigation (CDBG-MIT) Program as directed by the 2018 Congressional Supplemental Appropriation (Pub. L 115-123, Feb. 9, 2018) to be used for mitigation activities for qualifying disasters in 2015, 2016, and 2017.

WHEREAS, the GRANTEE desires to engage the CONSULTANT to render certain technical assistance services in connection with its CDBG-MIT Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The GRANTEE hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT shall commence on the date of final execution by the parties and shall end upon project completion and closeout. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the GRANTEE has received notification of final close out from the OCD.

4) Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the GRANTEE. No charge will be made to the CONSULTANT for such information, and the GRANTEE will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

5) Compensation and Method of Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the OCD for administrative costs under the provisions of the grant awarded to the GRANTEE. Payment will be made only on approval of the GRANTEE.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed Seventy-Nine Thousand Eight Hundred Dollars (\$79,800.00). CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the GRANTEE. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the total amount above.

The CONSULTANT shall submit invoices to the GRANTEE for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s) listed in Part III, Scope of Services for payment according to the appropriate method listed below:

- a) Cost Reimbursement: For tasks lacking a definable work product and/or the CONSULTANT will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

6) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the City. The CONSULTANT may retain reproducible copies of drawings and other documents.

7) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG-MIT Program.

8) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the GRANTEE, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the GRANTEE with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

9) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", attached hereto and incorporated by reference herein.

10) Address of Notices and Communications

10/25/2012

Staci Mitchell, Mayor
City of West Monroe
2305 N 7th Street
West Monroe, LA 71291

Candice Mahoney, Principal
Grant Support, LLC
72180 Gum Street
Abita Springs, LA 70420

Item 9)

11) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12) Authorization

This Agreement is authorized by the City of West Monroe, Ordinance _____ adopted February 4, 2025, copies of which are attached hereto and made a part hereof.

ATTEST:

City of West Monroe

By: Staci Mitchell, Mayor

Date: _____

Grant Support, LLC

By: Candice Mahoney, Principal

Date: _____

PART II -- TERMS AND CONDITIONS

A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the GRANTEE, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONSULTANT, and the GRANTEE may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the OCD. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the OCD.

B. TERMINATION FOR CONVENIENCE OF THE GRANTEE

The GRANTEE may terminate this contract at any time by giving at least 10 days' notice in writing to the CONSULTANT. If the Contract is terminated by the GRANTEE as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the OCD. CONSULTANT will not be entitled to any reimbursement for program administration either from the GRANTEE or the OCD.

C. CHANGES

The GRANTEE may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the GRANTEE and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the GRANTEE.
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the GRANTEE thereto. Provided, however, that claims for money by the CONSULTANT from the GRANTEE under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the GRANTEE.

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the City may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the GRANTEE or any authorized representative and will be retained for five years after the OCD has officially closed-out the CDBG-MIT grant with HUD, unless permission to destroy them is granted by the GRANTEE.

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the GRANTEE and all such rights shall belong to the GRANTEE, and the GRANTEE shall be the sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the GRANTEE harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. CIVIL RIGHTS ACT OF 1964/EQUAL EMPLOYMENT OPPORTUNITY

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the GRANTEE setting forth the provisions of this non-discrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials
- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the GRANTEE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the GRANTEE may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the GRANTEE, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

M. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c) The CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d) The CONSULTANT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 CFR Part 135.

- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

N. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the GRANTEE and no other officer, employee, or agent of the GRANTEE who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance

O. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

P. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Q. ACCESS TO RECORDS

The OCD grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 5 years after the official date of OCD's CDBG-MIT grant by HUD.

R. INSURANCE

- Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- This rating requirement shall be waived for Worker's Compensation coverage only.
- CONSULTANT's Insurance: The CONSULTANT shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency. The CONSULTANT shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the CONSULTANT shall also submit copies of insurance policies for inspection and approval of the GRANTEE before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the GRANTEE and consented to by the GRANTEE in writing and the policies shall so provide.

- **Compensation Insurance:** Before any work is commenced, the CONSULTANT shall maintain during the life of the contract Workers' Compensation Insurance for all of the CONSULTANT's employees employed at the site of the project. In case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide for any such employees and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
- **Commercial General Liability Insurance:** The CONSULTANT shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the GRANTEE, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the GRANTEE. Such insurance shall name the GRANTEE as additional insured for claims arising from or as the result of the operations of the CONSULTANT or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability.
- **Insurance Covering Special Hazards:** Special hazards as determined by the GRANTEE shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the CONSULTANT, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
- **Licensed and Non-Licensed Motor Vehicles:** The CONSULTANT shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
- **Subcontractor's Insurance:** The CONSULTANT shall require that any and all subcontractors, which are not protected under the CONSULTANT's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the CONSULTANT.

S. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Any action brought with regard to this contract shall be in the 4th Judicial District Court, Parish of Ouachita, State of Louisiana.

T. CODE OF ETHICS

The CONSULTANT acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The CONSULTANT agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

U. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

V. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

W. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the Request For Proposal and CONSULTANT's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the CONSULTANT's Proposal.

PART III – SCOPE OF SERVICES AND PAYMENT SCHEDULE

General Tasks

- Establish project files in the GRANTEE's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the GRANTEE's files.
- With the assistance of the GRANTEE, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- Prepare Section 504 self-evaluation and transition plan, if applicable.
- Prepare one analysis of impediments to fair housing.
- Ensure all Citizen Participation Requirements are met.
- Assist the GRANTEE in establishing and maintaining one Section 3 plan and appropriate reports.
- Provide monthly progress reports to the GRANTEE.
- Attend workshops and meet with OCD on behalf of the GRANTEE.
- Prepare and submit for approval CDBG-MIT application and amendments as necessary and conduct public hearings if required.
- Other general tasks as necessary.

Financial Management

- Prepare the Requests for Payment to ensure consistency with the procedures established for the CDBG-MIT Program.
- Ensure that the GRANTEE has an acceptable financial management system as it pertains to finances of the CDBG-MIT Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- Make progress inspections and certify partial payment requests.
- Provide assistance during the annual audit of CDBG-MIT programs, as necessary.

Environmental Review - per project

- Prepare Environmental Review Record(s), as directed by GRANTEE.

Land Acquisition

- Assist GRANTEE in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.).

Pre-Construction, Construction and Labor Compliance

- Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- Secure the Department of Labor's federal wage decision and include it in the bid documents.
- Prepare construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.
- Obtain contractor clearance(s).

- Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.
- Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- Assist in a final inspection of the project and in the issuance of a final acceptance of work.
- Assist the project architect/engineer in obtaining any necessary permits.
- Monitor Section 3, DBE and other contractor and subcontractor reports.

Monitoring and Close Out

- Attend and assist the GRANTEE during the OCD's monitoring visit(s). Prepare GRANTEE's response to all monitoring findings.
- Prepare close-out documents.
- Conduct and document Performance Public Hearings on an annual and/or project basis as required.

Application Phase

- Preparation of application and amendments.

Procurement

- Establishment and maintenance of Procurement Policies and files.
- Assist the GRANTEE in preparing all RFPs/RFQs for any additional necessary professional services such as appraisal, architectural/engineering, legal and other services needed for projects.
- Review and analyze proposals for qualifications, cost, and other factors.
- Provide required procurement reports to and obtain approvals from OCD as appropriate.
- Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.
- Maintain Section 3 file for each contract in excess of \$100,000.
- Provide annual Project DBE and other related procurement reports.

National Objective Compliance Application Survey/Income verification

- Conduct surveys in accordance with HUD guidelines to determine low/moderate income beneficiaries as needed for applications for which Census data cannot be used.

Payment Schedule

- CONSULTANT shall be reimbursed the time for all services at an hourly rate of \$95.00.
- CONSULTANT shall submit monthly invoices to GRANTEE that include tasks performed, descriptions of work, billable hours worked, and other applicable costs incurred.
- Travel time for travel between CONSULTANT office and GRANTEE locations will be paid at one-half (1/2) of the hourly rate.

INVITATION FOR BIDS

The CITY OF WEST MONROE, invites you to submit a bid on the construction of S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS PROJECT in West Monroe, Louisiana.

Proposals will be received by the City of West Monroe, through the office of its Engineer, S. E. Huey Co., 1111 North 19th Street, Monroe, Louisiana, until 10:00 AM (local time), on February 26, 2025.

No Bid Bond is required relative to submittal of Proposals for work on this project. No Bidder may withdraw his proposal within thirty (30) calendar days after the actual date of opening thereof.

Upon award of the bid, the Bidder will be required to furnish a Performance Bond and Payment Bond in the amount of 100% of the contract price, suitable in form and issued by a surety acceptable to the Owner.

The contract time shall be 45 calendar days. Liquidated damages in the amount of two hundred dollars (\$200) per calendar day will be charged for every day in excess of contract time until work is completed.

The Owner reserves the right to waive any information or to reject any and all proposals.

The Plans and Specifications, and other contract documents may be obtained at the office of the Engineer as above mentioned at no charge. Additional copies can be obtained by contacting Brad Anzalone, P.E. at (318) 325-1791.

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



S. E. Huey Co.

Engineering • Surveying
Established 1928

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

2/4/2025

Project Name: S. Riverfront Water Main Improvements Project

Funding: CWEF/City

City Code: 000201

Description: This project involves installing approximately 970-LF of 6" HDPE water main along S. Riverfront Street to move the water meters out to the road right-of-way.

Est. Cost: \$150,000

Bid Date: 2/26/2025



CHANGE ORDERNo. 3Dated: February 4, 2025OWNER'S Contract No.: _____ ENGINEER'S Project No.: 245734Project: **MANE STREET REHABILITATION PHASE 2**CONTRACTOR: DIAMOND B CONSTRUCTION COMPANY, L.L.C.Contract For: Roadway Construction Contract Date: March 21, 2024To: DIAMOND B CONSTRUCTION COMPANY, L.L.C.
Contractor

You are directed to make the changes noted below in the subject Contract:

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor
Dated: February 4, 2025Nature of Changes: As-built adjustments to actual quantities used.Enclosures: Change Order #3 Detail

These changes result in the following adjustments to the Contract Price and Contract Time:

Contract Price Prior to This Change Order: \$ 1,914,633.19Net (Increase) Resulting from this Change Order: \$ 10,155.00Current Contract Price Including this Change Order: \$ 1,924,788.19

Contract Time Prior to This Change Order: 65 Days

Net (Add) Resulting from This Change Order: 0 Days

Current Contract Time Including This Change Order: 65 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:

Brad Anzalone, P.E.

Date:

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

Date:

The above Changes Are Accepted:

Diamond B Construction Co., L.L.C.

Contractor

By:

Phillip Bossier - CEO

Date:

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	003
		Date:	01/23/2025
S.P. NO.	H.013392.6	F.A.P. NO.	H013392
Name:	MANE STREET REHABILITATION PHASE 2	Primary Parish:	Ouachita
		Category 2 / 2J	
This change order requires an LADOTD authorizer			
This change order requires an LADOTD Area Engineer authorizer			

CO 003 - As-built Quantity Adjustments
Reason Code - 2J - Site Conditions - Other

Original Bid Value: \$1,779,689.55
Original Time: 60 Working Days
Contractor: Diamond B Construction Company, LLC
Delivery Method: DBB (Design, Bid, Build)
District/Parish: 05/Ouachita

Route: Mane Street (Local Road C.S. 000-37) (NON-NHS ROUTE)

Spec Year: 2016
PM: Richard, Ryan

Assembly Period: 30 days
Original Bid: Time Began 6/7/24, 60 Working Days

Let Date: 2/14/24
Award Date: 3/1/24
NOCE (Notice of Contract Execution) Date: 3/21/24
NTP (Notice to Proceed) Date: 5/6/24
First Charged Day: 6/7/24

City of West Monroe (LPA) holds the contract.

State PM has been made aware of these changes.

Project Description:
The scope of this project includes clearing & grubbing, grading, milling asphalt concrete, lime treatment, in-place cement treated base course, asphalt concrete pavement, concrete walks, and related work.

Explanation:
The purpose of this change order is to adjust as-built installed quantities.

Quantities used on this project were not the same as the original amounts in the contract. Adjustments were made during construction to successfully complete the project. This change order will adjust these quantities.

Time Request:
No additional time is being added by this change order.

Budget:
There is one funding category. It is split between two funding source codes:
S50200 STP BETWEEN 50K and 200K 80%
LOCAL City/Parish-level Entity Funding 20%

Funding Category 0001

Costs:
Total cost for this change order is \$10,155.00. Prices on these items are extensions of bid pricing. The project manager has been made aware of this change order and its cost.

Specifications:
No specification changes are required for the processing of this change order.

Item 11)

Attachments:
CWS

Project Number H.013392.6

202-03-38000 Line Item 0003 = 202-03-38000 Relocation of Sign

Funding Category 0001:

Decrease by 4 EACH or -66.67%.

706-04-00110 Line Item 0017 = 706-04-00110 Curb Ramps Type 8

Funding Category 0001:

Increase by 31.3 SQYD or 19.19%.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	Item	Major Item	Price per Unit	Change		Current Quantity	Revised Quantity	% Change
Proj. / Line Item No.		% of Cont.		Quantity	Amount			
202-03-38000	Relocation of Sign	No	\$200.00	-4.000	-\$800.00	6.000	2.000	-66.67%
H.013392.6 / 0003		0.02%	EACH					
706-04-00110	Curb Ramps Type 8	No	\$350.00	31.300	\$10,955.00	163.100	194.400	19.19%
H.013392.6 / 0017		3.82%	SQYD					
Additional Contract Days Requested None		Change in Amount of Contract: \$10,155.00						

Requested By:

Recommended By:

Date: _____

Anzalone, Brad

Resident Engineer

District Administrator

Date: _____

Accepted By:

CITY OF WEST MONROE

Date: _____

Contractor

DOTD Chief Const. Engineer

Date: _____

By: _____

Approved:

Chief Engineer

Date: _____

State Project No. H.013392.6

Plan Change #003

Draft

Original Contract Cost: \$1,779,689.55

Total Approved Change Order to date: \$134,943.64

% of Total Approved Cost: 7.582%

CHANGE ORDERNo. 11Dated: 2/4/2025OWNER'S Contract No.: 000144 ENGINEER'S Project No.: 215202Project: **NATCHITOCHES ST REHAB: TRENTON - N 7TH**CONTRACTOR: DIAMOND B CONSTRUCTION CO., L.L.C.Contract For: Sidewalks & Roadway Contract Date: December 20, 2021To: DIAMOND B CONSTRUCTION CO., L.L.C.
Contractor

You are directed to make the changes noted below in the subject Contract:

City of West Monroe

Owner

By: Staci Albritton Mitchell - Mayor
Dated: February 6, 2024Nature of Changes: Asphalt AdjustmentEnclosures: Change Order #11 Detail

These changes result in the following adjustments to the Contract Price and Contract Time:

Contract Price Prior to This Change Order: \$ 1,665,918.04Net (Increase) Resulting from this Change Order: \$ 168.01Current Contract Price Including this Change Order: \$ 1,666,086.05

Contract Time Prior to This Change Order: 254 Days

Net (Add) Resulting from This Change Order: 0 Days

Current Contract Time Including This Change Order: 254 Days

The Above Changes Are Recommended:

S. E. HUEY CO.

Project Engineer

By:

Brad Anzalone, P.E.

Date:

The above Changes Are Approved As Recommended:

City of West Monroe

Owner

By:

Staci Albritton Mitchell - Mayor

Date:

The above Changes Are Accepted:

Diamond B Construction Co., L.L.C.

Contractor

By:

Date:

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	011
		Date:	01/20/2025
S.P. NO.	H.013400.6	F.A.P. NO.	H013400
Name:	NATCHITOCHES ST REHAB: TRENTON - N 7TH	Primary Parish:	Ouachita
		Category 3 / 3J	
This change order requires an LADOTD authorizer			

CO 011 - Asphalt Price Adjustment

Reason Code - 3J - Convenience - Price Adjustment

Original Bid Value: \$1,310,066.00

Original Time: 150 Working Days

Contractor: Diamond B Construction Company, LLC

Delivery Method: DBB (Design, Bid, Build)

District/Parish: 05/Ouachita

Route: Natchitoches Street (Local Road C.S. 000-37) (NON-NHS ROUTE)

Spec Year: 2016

PM: Richard, Ryan

Assembly Period: 30 days

Original Bid: Time Began 1/20/22, 150 Working Days

Let Date: 11/10/21

Award Date: 11/23/21

NOCE (Notice of Contract Execution) Date: 12/20/21

NTP (Notice to Proceed) Date: 1/20/22

First Charged Day: 2/14/22

City of West Monroe (LPA) holds the contract.

State PM has been made aware of these changes.

Project Description:

The scope of this project is to resurface 0.487 miles of Natchitoches Street in West Monroe. The project includes milling asphaltic concrete, asphalt pavement patching, concrete sidewalks, asphaltic concrete overlay, and related work.

Explanation:

The purpose of this change order is to make an adjustment for asphalt costs as allowable in Section 109 of the specifications.

Time Request:

No additional time is being added by this change order.

Budget:

There is one funding category. It is split between two funding source codes:

S50200 STP BETWEEN 50K and 200K 80%

LOCAL City/Parish-level Entity Funding 20%

Funding Category 0001

Costs:

Total cost for this change order is \$168.01 as computed in the backup documentation.

Specifications:

No specification changes are required for the processing of this change order.

Attachments:

CWS

Asphalt Adjustment Worksheets

Project Number H.013400.6

CI-999-00010 Line Item 0800 = CI-999-00010 Asphalt Price Adjustment**Funding Category 0001:**

Increase by 168.01 EACH or 2.03%.

JUSTIFICATION: An asphalt price adjustment per Section 109 of the specifications for all asphalt used on the project was previously made. This adjustment was made using the same JMF for all of the asphalt. A second JMF should have been used to calculate this adjustment for a portion of the asphalt. This change order amount is the result of the recalculation.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	Item	Major Item	Price per Unit	Change		Current Quantity	Revised Quantity	% Change
Proj. / Line Item No.		% of Cont.		Quantity	Amount			
CI-999-00010	Asphalt Price Adjustment	No	\$1.00	168.010	\$168.01	8280.390	8448.400	2.03%
H.013400.6 / 0800		0.64%	EACH					
Additional Contract Days Requested None		Change in Amount of Contract: \$168.01						

Requested By:

Recommended By:

Date: _____

Anzalone, Brad

Resident Engineer

Date: _____

District Administrator

Accepted By:

CITY OF WEST MONROE

Date: _____

Contractor

Date: _____

DOTD Chief Const. Engineer

By: _____

Approved:

Date: _____

Chief Engineer

State Project No. H.013400.6

Plan Change #011

Draft

Original Contract Cost: \$1,310,066.00

Total Approved Change Order to date: \$355,852.04

% of Total Approved Cost: 27.163%

**FEBRUARY 4, 2025
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 25E038.00**

Kiroli Walk Trail Improvements

- Benchmark Construction Group is under construction

Sunshine Heights Drainage Improvements

- Plans, specifications & cost estimate submitted to the State in January for review & approval

North 3rd Street Improvements

- Bentz Construction Group is under construction

City Street Evaluation & Report

- Continuing traffic counts & recounts (counter errors & checks only)

West Monroe Sports Complex Additional Parking

- Preliminary plans are complete

Downtown Utility Survey & Preliminary Engineering

- Processing survey data to draft field rolls for coordination with utility survey company
- Title research for parcel information
- Electrical designer has prepared initial drawings for existing electrical, communications, cameras, signals, and street lighting utilities

Constitution Drive Improvements

- Commercial Parkway to Short Constitution Drive
- DRA funded Project (CIF) LA-7332
- Topographic Survey complete, drafting survey info & plan preparation
- Geotechnical report is complete & submitted
- Public works has recorded TV camera footage of underground drainage facilities and reporting no issues with existing facilities that would need repair during the project construction.

Cotton Street Water & Sewer Utility Improvements

- Pine Street to Wood Street
- DRA Funded Project (SEDAP) LA-7333
- Topographic survey in progress

LGAP/CWEF Funding Applications

- Prepare funding applications for utility improvements
- Met with public works to determine the scope of work & limits of work to apply for funding
- Preparing application forms, support letters, scope descriptions, and cost estimates

Downing Pines Road: Roundabout at Mane Street

- State Project Number H.016019
- Entity/State Agreement in Process
- Original funding request submitted in March 2023
 - Total Project Cost = \$4,500,000 (2023 Estimate)
 - Federal Share (80%) = \$3,600,000
 - Local Share (20%) = \$900,000
- Attached original submittal for recap of project information

Community Project Funding Request Guidance/Questionnaire
DOT Highway

Item 13)

Organization Information

Organization: **City of West Monroe**

Organization Phone: **318-396-2600**

Street Address: **2305 North 7th Street**

City: **West Monroe**

State: **Louisiana**

Zip Code: **71291**

Point of Contact Information

Louisiana Point of Contact Name: **Staci Albritton Mitchell**

Louisiana Point of Contact Title: **Mayor**

Street Address: **2305 North 7th Street**

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

City: **West Monroe**

State: **Louisiana**

Zip Code: **71291**

Phone Number: **318-396-2600**

D.C. Point of Contact Name:

D.C. Point of Contact Title:

Street Address:

Email Address:

City:

State:

Zip Code:

Phone Number:

Community Project Funding Request Information

Title of Request: West Monroe Commercial Park Roundabout Project

Subcommittee: Transportation

Department/Agency/Account: Department of Transportation

Physical Location of Project:

Intersection of Downing Pines Road, Mane Street, and Short Constitution Drive located in West Monroe, Ouachita Parish, Louisiana.

General description of the project and why it is needed:

The City of West Monroe proposes a roundabout project to increase vehicular traffic flow, improve safety, and increase job growth. The Roundabout project will be built at the intersection of Downing Pines Road, Mane Street and Short Constitution Drive. The proposed project will service the Ike Hamilton Expo, Sports Complex, Hotels, Businesses and Restaurant Row. The project benefits include safety benefits & economic benefits. Roundabouts provide a safer method for vehicles to maneuver through an intersection & greatly reduce right angle crashes, and the traveling public will be able to access the commercial park in a safer and more efficient manner. A roundabout at this key intersection will increase public safety and assist with economic development in an area which is a key component of the City's smart growth policy.

Amount requested for the community project:

The total project investment is estimated at \$4.5 Million and the City of West Monroe is committed to matching 20% in local funds (\$900,000).

Total project cost:

The total project investment is \$4.5 Million Dollars. 80% Federal/20% Local Match.

Construction=\$3,329,000
 Contingencies=\$455,000
 Engineering=\$334,000
 CE&I=\$182,000
Right-of-Way=\$200,000
 Total=\$4,500,000

Estimated Start and Completion Dates:

Notice of Project Funding Award: June 2024.

Surveying/Engineering: June 2024 – September 2024

Public Bid: September 2024 – October 2024

Construction Contracts & Bonds: October 2024 – November 2024

Construction: November 2024 – May 2025

Can the project obligate all appropriated funds within 12 months of enactment?

Yes

If applicable, is this project authorized by Congress or Department Secretary?

N/A

Amount requested for the community project:

\$3,600,000 Federal funding

Does the project have other public (federal, state, local) and/or private funds committed to meet match or cost-share requirements for costs related to construction, operations, and maintenance? If so, what is the source and amount of those funds? **Yes, \$900,000 in local funds.**

Does the project require an environmental review? If so, what is the status and/or outcome of the environmental review and National Environmental Policy Act (NEPA) category of action (if applicable)?

No.

Where is the project in the construction process? (Planning and Environmental Review, Final Design, Right of Way, Capital purchase or lease, Construction) **Early stages of planning in project development. No construction at this time.**

Was the project on a State, Tribal or territorial Transportation Improvement Plan (STIP) or a transportation improvement plan (TIP) as of 12/31/2021? If yes, please provide a link to the plan.

Yes.

<https://northdelta.org/wp-content/uploads/2021/03/Monroe-2045-MTP-Tech-Report-5-Plan-Development.pdf>

Plan Sheet 109, Table 10.3

Please provide the STIP or TIP ID Number and specify which plan (ex. North Carolina STIP, New York Metropolitan Transportation Council TIP) the ID Number comes from.

Project ID LI-1

From the 2045 Metropolitan Transportation Plan, Monroe Metropolitan Planning Organization, TECHNICAL REPORT #5 (<https://northdelta.org/wp-content/uploads/2021/03/Monroe-2045-MTP-Tech-Report-5-Plan-Development.pdf>)

Please provide a history of federal funding for the project, if any. Include both formula funds and any discretionary grants. **No federal funds directly toward this project at this time.**

If the request does not fully fund the project, describe where the remaining funding comes from to complete the project.

N/A. \$3,600,000 in Federal funding & \$900,000 in local funding is expected to fully fund the project.

Does this project have broad community support?

Yes, a list of local community officials & industry partners supporting the project are listed below.

Who will be signing a letter of support for this request?

Mayor Staci Albritton Mitchell

State Representative Foy Gadberry

State Senator Jay Morris

Monroe-West Monroe Convention & Visitors Bureau

Various Hotels along Mane Street located near the project

KTVE Television Station

Retail Strategies

Interstate Dodge

Financial Institution Services Corporation

Voith US, Inc.



INFRASTRUCTURE PROJECT UPDATE

February 4, 2025

UNDER CONSTRUCTION

Project	Description	Funding	Status
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 & materials.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	Construction complete. Final walk through held 1/7/25.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	Under construction.

Project Classifications

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

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



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Engineering • Surveying
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IN DESIGN			
Project	Description	Funding	Status
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from La Water Sector Program.	WSP/ City	Preconstruction meeting on Thursday (2/6).
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	Advertising for bids.
S. Riverfront Water Main Improvements (CWEF FY22-23)	Replacement of water lines along South Riverfront St.	CWEF/City	Awaiting council approval to solicit pricing.
S. 8th Street Drainage Improvements (LGAP FY22-23)	Conflict box and drainage pipe replacement at the S. 8th/Linderman intersection.	LGAP/City	Design Phase. LGAP contract received.
Black Bayou Canal - Thomas Rd. Area (EDA)	Repair concrete canal near Assembly and Walmart.	EDA/FEMA/ City	Plans submitted to USACE and EDA 2/3.
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	City to execute contract for 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)	Updating survey & reviewing details with LADOTD.
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	Design and Permitting Phase. Design scope amendment under OCD review.
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	Preliminary design.
Crosley Sanitary Sewer Improvements	Sanitary sewer rehabilitation along Crosley, from Trenton to N. 7th.	City	Design Phase.

Project Classifications

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

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