



Notice of:

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, April 02, 2024 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 March 21, 2024 Special Council Meeting.

Recognitions/Presentations

- 2) City of West Monroe Employee Recognitions.
- 3) Proclamation presented to the WMWO Chamber of Commerce in honor of 68th Birthday Celebration.

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- [4\)](#) Resolution to adopt a Residential Anti Displacement and Relocation Assistance Plan.

BUILDING AND DEVELOPMENT

- [5\)](#) Ordinance to rezone a certain described tract located on Madison Street owned by Lynn James Properties, LLC pursuant to the application of Marty Bailey, Michele Evans & Scott Betz, so as to re-zone that tract from a R-1 (Single Family Residential) District to a R-2 (Multi-Family Residential) District. Received an **unfavorable** recommendation by the Planning Commission (4-1).
- [6\)](#) Resolution to appoint Annanias Word to the City of West Monroe Planning Commission to serve unexpired term of David Michael Bishop, Jr., expiring March 1, 2025.

CODE ENFORCEMENT

LEGAL

PUBLIC WORKS

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

- 7) Ordinance to declare certain movable property surplus, and to be sold to Plunk's Wrecker Service (salvage WMPD vehicle). **Introduced at the March 5, 2024 Council Meeting.**
- 8) Ordinance to enter into an exchange agreement with Louisiana K-9, and to exchange a canine officer vehicle no longer utilized by the West Monroe Police Department for a trained police canine acceptable to the West Monroe Police Department together with receipt of appropriate training of the canine and assigned canine officer. **Introduced at the March 5, 2024 Council Meeting.**
- 9) Ordinance to authorize the donation of various unneeded kitchen appliances and equipment from the former West Monroe City Jail to the Richland Parish Law Enforcement District.

ENGINEERING/CONSTRUCTION PROJECTS

- 10) West Monroe Sports Complex - Project #000179

Authorize Change Order No. 007 (- \$212,994.99; + 0 days) with Lincoln Builders of Ruston, Inc.
- 11) Mane Street Rehabilitation Phase 2 - State Project #H.013392 - City Project #000143

Ratification of execution of contract with Diamond B Construction Company, LLC (\$1,779,689.55).
- 12) Kiroli Park Trails - LWCF Grant - City Project #C24002

Authorize solicitation of bids for tennis court improvements
- 13) North 3rd Street Improvements - FP&C Project #50-MV2-23-01 - City Project #C23013

Review submitted bids and engineer's recommendations, and if project is awarded, approve ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder (Engineer recommendation: Bentz Construction Group, LLC for its low bid of \$514,586.20).
- 14) Natchitoches Street Cross Drain Replacement - City Project #C23007

Review submitted bids and engineer's recommendations, and if project is awarded, approve ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder (Engineer recommendation: Bentz Construction Group, LLC, for its low bid of \$120,964.35).
- 15) Downtown Sanitary Sewer Improvements - 200 Block of Trenton St. - City Project #000305

Authorize solicitation of bids.
- 16) N. 6th Street Sidewalks FY2023 DOTD TAP - City Project #000219

Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.
- 17) Project Updates

S.E. Huey Co.

Lazenby & Associates, Inc.

PUBLIC COMMENTS/OTHER BUSINESS

ADJOURN

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



BOARD OF ALDERMEN SPECIAL MEETING

Thursday, March 21, 2024 at 12:00 PM

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

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

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

PRESENT

- Mayor Staci Mitchell
- Morgan Buxton
- Thom Hamilton
- Ben Westerburg

ABSENT

- Polk Brian
- Rodney Welch

Motion to Approve Minutes

Motion to approve the minutes of the March 5, 2024 Regular Council Meeting.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Buxton, Hamilton, Westerburg

WMPD

Ordinance 5300: Ordinance to declare certain property as surplus (police transit van, formerly used by WOPT), and to be sold by public internet auction, and to authorize Mayor to determine whether it is beneficial to the City to enter into an agreement with a qualified vehicle auction company to conduct the auction.

Motion made by Westerburg, Seconded by Buxton.

Voting Yea: Buxton, Hamilton, Westerburg

ENGINEERING/CONSTRUCTION PROJECTS

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

Ordinance 5301: Review submitted bids and engineer's recommendations, and if project is awarded, approve ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder.

Motion made by Buxton, Seconded by Westerburg.

Voting Yea: Buxton, Hamilton, Westerburg

2024 Modifications to Wastewater Treatment Plant - City Project #000302

Ordinance 5302: Ordinance to authorize execution of a contract with S.E. Huey Co. for Engineering Services.

Motion made by Westerburg, Seconded by Hamilton.

Voting Yea: Buxton, Hamilton, Westerburg

Well 10 GAC Replacement - City Project #000230

Authorize advertisement for bids for Granular Activated Carbon (GAC) for Water Well #10.

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

Trenton Street Bicycle/Pedestrian Path - Phase 2 - City Project #000199

Ordinance 5303: Ordinance to submit appropriations request to U.S. Representative Julia Letlow (\$5 million with \$1.25 million City match).

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

Stella Mill Street Gravity Sewer Main - City Project #000231

Ordinance 5304: Review submitted bids and engineer's recommendations, and if project is awarded, approve ordinance to accept that bid, and to authorize execution of a contract for project construction with that bidder.

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

Natchitoches Street Cross Drain Replacement - City Project #C23007

Authorize invitation to contractors to submit letter bids for the project.

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

Stella Street Sewer Rehabilitation (710 Stella Street) - City Project #000303

Authorize invitation to contractors to submit letter bids for the project.

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


Project Updates

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 Westerburg.
Voting Yea: Buxton, Hamilton, Westerburg

ATTEST:


CINDY EMORY
CITY CLERK

APPROVED:


STACI ALBRITTON MITCHELL
MAYOR

CITY OF WEST MONROE

RESOLUTION NO. _____

MOTION BY: _____

SECONDED BY: _____

A RESOLUTION TO ADOPT A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN; TO AUTHORIZE THE ISSUANCE OF A CERTIFICATION OF COMPLIANCE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe has received approval of a Louisiana Community Development Block Grant Program for fiscal year FY-2023 Clearance Project; and

WHEREAS, the LCDBG Program requires all grant recipients adopt a Residential Antidisplacement and Relocation Assistance Plan;

NOW, THEREFORE:

SECTION 1. BE IT RESOLVED by the Mayor and Board of Aldermen on the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana hereby adopts a Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended, all as more fully set forth on the attached Exhibit "A".

SECTION 2. BE IT FURTHER RESOLVED by the Mayor and Board of Aldermen on the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, be and she is hereby authorized to provide Certification of Compliance in a manner similar to that shown on the attached Exhibit "B" to the Office of Community Development, Division of Administration, and to such other persons, departments, or entities as may request certification.

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, voted on by yea or nay vote, this 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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

etc.wpd

CITY OF WEST MONROE
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION
ASSISTANCE PLAN UNDER SECTION 104(d) OF THE HOUSING
AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

The City of West Monroe will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described 24 CFR 570.606(b)(1). The City of West Monroe Anti-displacement contact person is Matthew Wilson, Finance Director, who can be reached at (318) 397-6723.

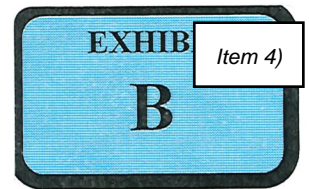
All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that directly result in such demolition or conversion, the City of West Monroe will notify the public and submit to the Division of Administration the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/ moderate income dwelling units as a directly result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain in a low/moderate income unit for at least 10 years from the date of initial occupancy.

The City of West Monroe will provide relocation assistance, as described in 570.606(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the City of West Monroe will take the following steps to minimize the displacement of persons from their homes:

1. All public facilities projects (water, sewer, gas, etc.) will be designed so that there will be no displacement of any residence or businesses;
2. No homes will be demolished that can be rehabilitated; and
3. There will be no displacement of any residential or business occupants on LCDBG projects.



**CITY OF WEST MONROE
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE
CERTIFICATION**

The City of West Monroe hereby certifies that it is following a residential Antidisplacement and Relocation Assistance plan, and that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under S570.606(a) and HUD implementing regulations at 24 CFR Part 42; the requirements in S570.606(b) governing the Residential Antidisplacement and Relocation Assistance plan under Section 104(d) of the Housing and Community Development Act of 1974, the relocation requirements of S505.606(c) governing displacement subject to Section 104(d) of the Act; and the relocation requirements of 505.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

DATE

Mayor Staci Albritton Mitchell
City of West Monroe

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO A CERTAIN DESCRIBED TRACT LOCATED ON MADISON STREET, WEST MONROE, LOUISIANA, OWNED BY LYNN JAMES PROPERTIES, LLC, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF MARTY BAILY, MICHELLE EVANS, AND SCOTT BETZ, SO AS TO RE-ZONE SAID PROPERTIES FROM A R-1 (SINGLE FAMILY RESIDENTIAL) DISTRICT TO A R-2 (MULTI FAMILY RESIDENTIAL) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

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

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

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone a certain described tract located on Madison Street, West Monroe, Louisiana, owned by Lynn James

Properties, LLC, as more particularly described on the attached Exhibit "A", from a R-1 (Single Family) District to a R-2 (Multi Family General Business) District, pursuant to the application of Marty Baily, Michelle Evans, and Scott Betz.

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 Engineer of the City of West Monroe, Louisiana, or any person in lieu thereof to be designated by the Mayor, is hereby authorized and directed to do and perform any and all things necessary to carry out the foregoing change, and particularly to note said change on the Zoning Map as herein re-enacted.

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

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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

EXHIBIT "A"

MUNICIPAL ADDRESS: MADISON STREET
WEST MONROE, LOUISIANA

A certain tract or parcel of land situated in Section 40, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a ½" iron pipe found marking the Northwest corner of Lot 9 of Connella Addition, as per plat on file in Plat Book 2, Page 11, records of Ouachita Parish, Louisiana, said point lying on the Southerly right-of-way line of Madison Street, for the POINT OF BEGINNING; thence proceed North 64 degrees 25 minutes 09 seconds East along the North line of said Lot 9 and along the Southerly right-of-way line of said Madison Street, a distance of 153.56 feet to a 5/8" rebar set at the Northeast corner of said Lot 9; thence proceed South 25 degrees 38 minutes 04 seconds East along the East line of said Lot 9, a distance of 73.00 feet to a 5/8" rebar set at the Southeast corner of said Lot 9; thence proceed North 64 degrees 21 minutes 56 seconds East, a distance of 50.00 feet to a 5/8" rebar; thence proceed North 25 degrees 38 minutes 02 seconds West, a distance of 50.00 feet to a found 5/8" rebar on the Southerly right-of-way line of said Madison Street; thence proceed north 64 degrees 33 minutes 55 seconds East along the Southerly right-of-way line of said Madison Street, a distance of 77.00 feet to a found 5/8" rebar; thence proceed South 22 degrees 38 minutes 36 seconds East, a distance of 133.90 feet to a found 5/8" rebar; thence proceed North 70 degrees 17 minutes 37 seconds East, a distance of 70.00 feet to a found 5/8" rebar; thence proceed South 22 degrees 42 minutes 36 seconds East, a distance of 126.09 feet to a found ¾" iron pipe; thence proceed South 66 degrees 21 minutes 52 seconds West, a distance of 281.45 feet to a found 1" iron pipe; thence proceed North 26 degrees 07 minutes 09 seconds West, a distance of 4.20 feet to a set 5/8" rebar; thence proceed South 64 degrees 26 minutes 47 seconds West, a distance of 55.94 feet to a 1" iron pipe found on the East line of Lot 3 of said Connella Addition; thence proceed North 25 degrees 31 minutes 58 seconds West along the East line of said Lot 3 and along the East line of Lots 4, 5, 6, 7, and 8 of said Connella Addition, a distance of 276.19 feet to the POINT OF BEGINNING, containing 1.862 Acres, more or less, and being subject to all rights-of-way, easements and servitudes of record and/or of use.

March 26, 2024

Dear Mayor Mitchell,

I am writing in regards to zoning application ZC-24-45000001 by Marty Bailey/Michelle Evans & Scott Betz for Property owned by Lynn James Properties LLC that is located on Madison Street / Jackson Street (Parcel #37218).

As you are aware from the information forwarded to you from the Planning Commissions meeting of March 18, 2024, our neighborhood home owners and residents have several concerns and are opposed to this zoning application. Though you have received the concerns we expressed at the Planning Commission meeting, I will briefly reiterate these points as well as concerns that have since been brought forward by other home owners. I will also address comments expressed by the developer/owner.

The developers expressed that their rentals will enhance the neighborhood.

1. This zoning change will DEVALUE our homes.

EVERY real estate agent and land developer that we've consulted have agreed that that this rental development will devalue our properties.

2. Statistics indicate that the change in ratio of home owners to rentals will change the stability of our neighborhood and increase crime, pollution, traffic, noise.

3. DRAINAGE

As noted in the Planning Commission meeting, we are greatly concerned about drainage issues. Yesterday, (Monday, March 26) was a torrential rain I know, but it clearly illustrates Madisons' drainage issues so I have enclosed pictures from this past Mondays' rain with house numbers and the Madison homes that adjoin Lynn James Property. Though Lynn James Prop reported to some of the existing homes owners in 2015 that she was denied permit to build on parcel #37218 because of a natural spigot or seep, the Permit Department can find nothing in writing that indicates that she applied. Nevertheless, we are still requesting a full inspection and assessment by the City of West Monroe's engineer who is an expert in Land and/or environmental engineering, not the reports of Lynn James Properties and we are still requesting full compensation from the property owner should this development lead to increased drainage issues.

Some of our home owners have already spent thousands trying to correct drainage issues and developers that I've consulted have stressed to me the simple fact that the rain water that is currently absorbed by this 2 acre land (#37218) will be displaced by concrete. Unless they put a canal around their property, a high percentage of the drainage will go to the surrounding homes of Trenton/Madison/Laurel.

4. Sewer System

The sewer system for our neighborhood is outdated. This is not a complaint, it is a major concern. I don't have the details yet of all our streets but several have reported issues of sewage backing up in their homes periodically because the main sewer lines are blocked.

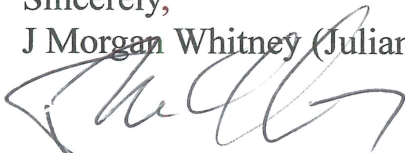
Individuals in support of an inevitable rental development have suggested that the developers delay until a later date until a plan is provided or until there are less home owners. ANY plan they provide will not address the fact that a rental development in the middle of our block will decrease our property values, that concrete displaces water, that our clay pipe sewer system is limping along, or the fact that statistics indicate that rental developments bring increased crime, noise, pollution, and traffic.

I agree that the City of West Monroe needs affordable housing but affordable housing is not just rental sites, it is also Affordable Single Family Homes or Home. Though my crash course in the world of land development was a rude awakening, I am not without compassion and have contacted the Land Trust for Louisiana for detailed information regarding natural spigots/seeps located within 300ft of the levee/river as well as scoured the internet for possible land/conservation grants available as a possible solution that's in the highest good of all. That may be a naive hope, but it is a hope nonetheless.

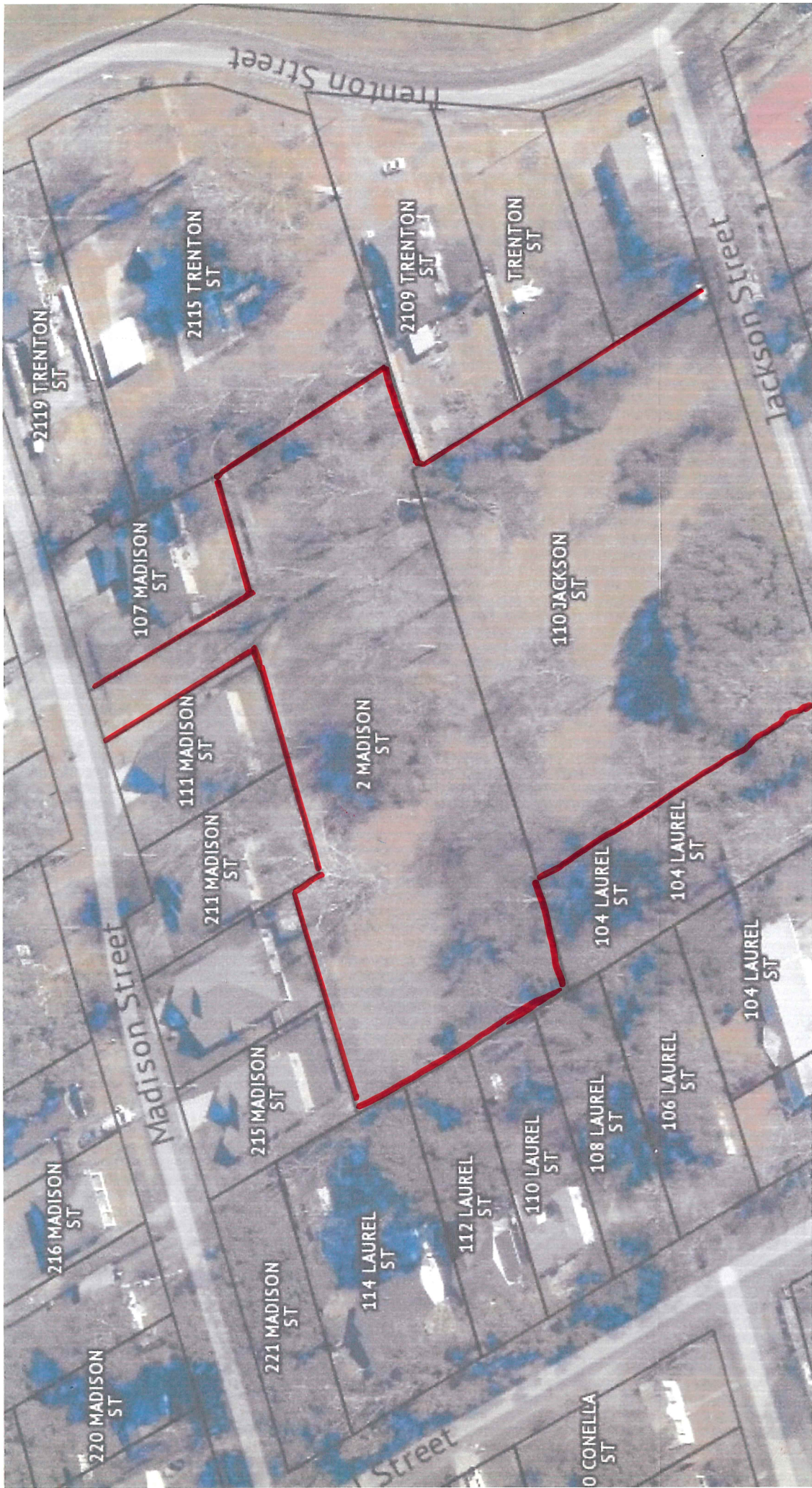
As the Great-great grand daughter of the original purchaser of my home 2119 Trenton, I don't wish to be like so many other down towns across America that slowly die because they're consumed by rentals as the older home owners pass away or move and I know from the City of West Monroe's' Master Plan that you don't either.

I ask you Mayor Mitchell to please consider our objections and concerns before making a decision that will permanently alter our neighborhood, devalue our property, and potentially be detrimental to our homes. I ask you to deny this permit request and prioritize the well being of our homes and neighborhood.

Sincerely,
J Morgan Whitney (Julianne)



2119 Trenton St.
West Monroe, La. 71291
318-237-3299
mwhitwm@mail.com



L5PROP

ESTOP
L5 Prop

drains
back to
crossover



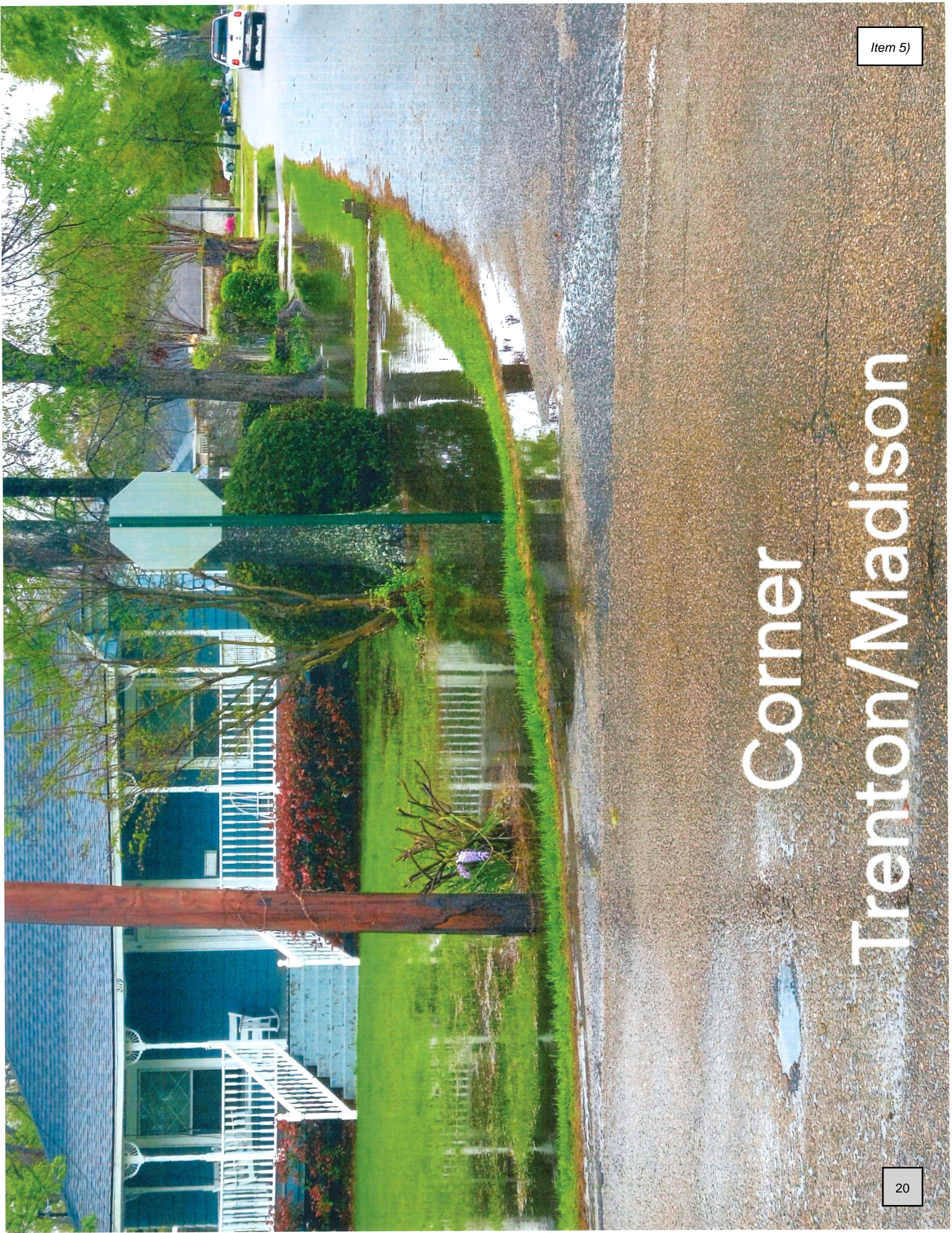
Item 5)



104 Madison



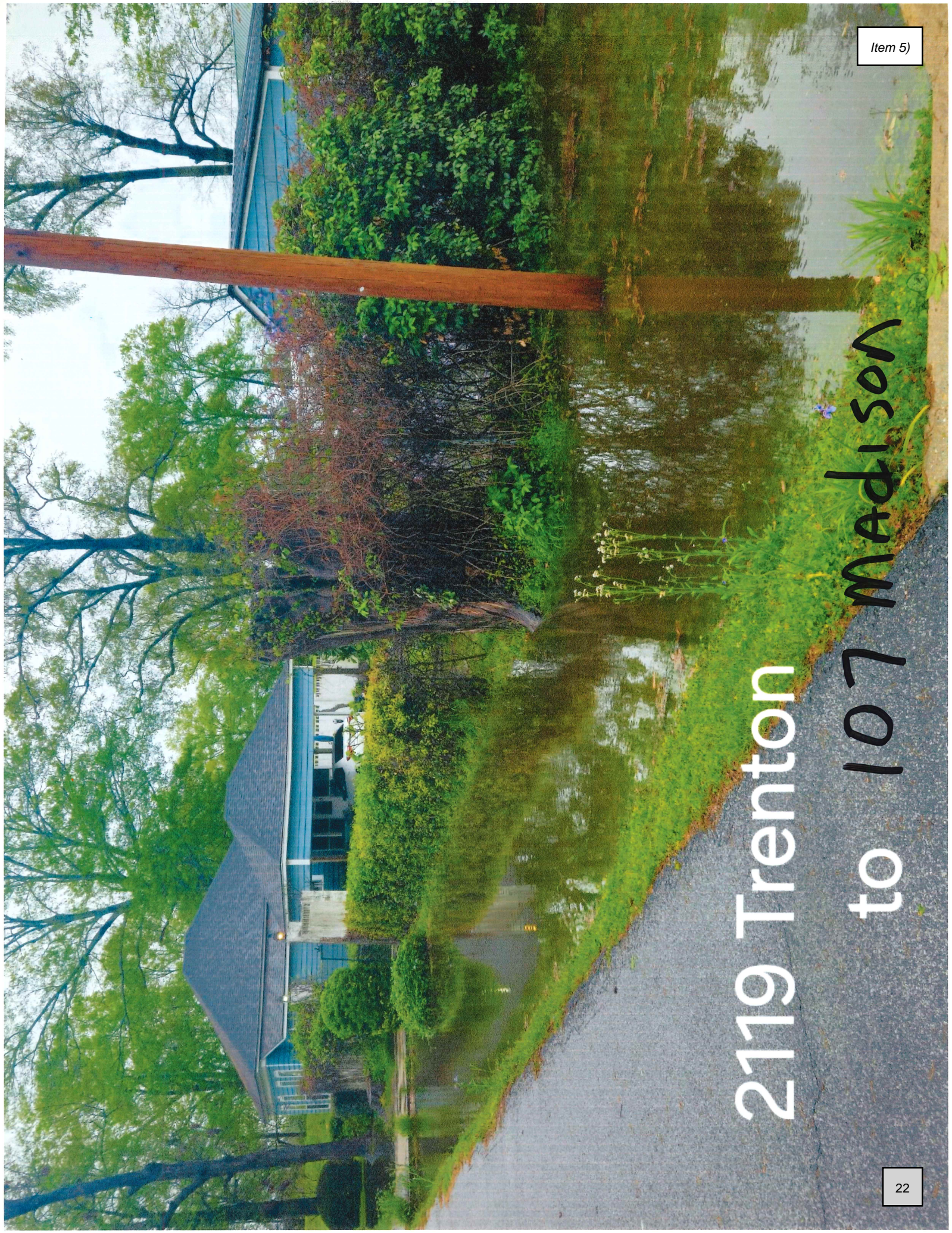
110 Madison
Moving up (or west) on Madison
Water accumulation less + less.
Appears to drain EAST
(towards levee)



Corner Trenton/Madison



Madison/Trenton
drainage Madison backs
up backflows here



Item 5)

2119 Trenton to 107 Madison

STATE OF LOUISIANA
CITY OF WEST MONROE

RESOLUTION NO. _____

MOTION BY: _____

SECONDED BY: _____

A RESOLUTION TO AUTHORIZE THE APPOINTMENT OF ANNANIAS WORD TO SERVE ON THE CITY OF WEST MONROE MUNICIPAL PLANNING COMMISSION FOR AN UNEXPIRED TERM ENDING MARCH 1, 2025, AND TO FURTHER PROVIDE WITH RESPECT THERETO.

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 following appointment to the City of West Monroe Municipal Planning Commission by the Mayor for the term shown is hereby authorized, all as set forth as follows, to-wit:

APPOINTMENT

FOR TERM EXPIRING

Annianias Word

March 1, 2025

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 2nd day of April, 2024, voted on by yea and nay vote, passed and adopted, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED MOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO PLUNK’S WRECKER SERVICE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

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

WHEREAS, a purchaser wishes to acquire such items for a price which is fair and reasonable, and which sale would be 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 sell certain movable property, a salvage WMPD vehicle, which is not needed for any public purpose by the City of West Monroe, Louisiana, to the indicated purchaser for the indicated price, which property is more particularly described as follows, to-wit:

<u>Vehicle</u>	<u>VIN</u>	<u>Purchaser</u>	<u>Price</u>
2018 FORD LL	VIN: 1FM5K8AR5JGC29287	Plunk’s Wrecker	\$500.00

such property to be in “as is” condition, with the price to be paid in cash.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute a Bill of Sale on behalf of the City of West Monroe, Louisiana, reflecting the price and terms set forth above, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described movable property, all as set forth above.

SECTION 3. The above ordinance was introduced on March 5, 2024, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in regular and legal session convened this 2nd day of April, 2024, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

CINDY EMORY, 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 AUTHORIZE AN EXCHANGE AGREEMENT BETWEEN THE CITY OF WEST MONROE AND LOUISIANA K-9, AND TO EXCHANGE A CANINE OFFICER VEHICLE NO LONGER UTILIZED BY THE WEST MONROE POLICE DEPARTMENT FOR A TRAINED POLICE CANINE ACCEPTABLE TO THE WEST MONROE POLICE DEPARTMENT TOGETHER WITH RECEIPT OF APPROPRIATE TRAINING OF THE CANINE AND ASSIGNED CANINE OFFICER; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns a canine officer vehicle no longer utilized by the West Monroe Police Department, being that vehicle described as:

**2014 CHEVROLET TAHOE 4D POLICE 5.3L V8
VIN: 1GNLC2E04ER223595**

WHEREAS, the City of West Monroe, Louisiana, wishes to acquire a trained police canine, together with obtaining the training appropriate for the canine and the assigned canine officer; and

WHEREAS, the West Monroe Police Department has acquired a number of previous trained police canines from Louisiana K-9, and received training in conjunction with the acquisition of those trained police canines, and was extremely satisfied with those trained police canines and the associated training; and

WHEREAS, Louisiana K-9 has need of a canine vehicle of the type owned by the City of West Monroe, and is willing to exchange a trained police canine with appropriate training in order to receive the canine vehicle now owned by the City of West Monroe.

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 an Exchange Agreement between the City of West Monroe and Louisiana K-9, and to exchange a canine officer vehicle no longer utilized by the West Monroe Police Department being that vehicle described as 2014 CHEVROLET TAHOE 4D POLICE 5.3L V8, VIN: 1GNLC2E04ER223595 , in receipt of the obligation of Louisiana K-9 to provide a trained police canine which is acceptable to the City of West Monroe Police Department and to provide appropriate training of the canine and the assigned canine officer.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the

City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute the Exchange Agreement described above on behalf of the City of West Monroe, Louisiana, and to include and provide for such incidental terms, conditions and provisions incident to the exchange as are necessary, proper and beneficial to the City of West Monroe, Louisiana, as she may determine to be appropriate.

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 Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the Exchange Agreement described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate or necessary.

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 5th day of March, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF
MARCH, 2024

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

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

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE AUTHORIZING THE CITY OF WEST MONROE, LOUISIANA, TO DONATE CERTAIN DESCRIBED MOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA, TO THE RICHLAND PARISH LAW ENFORCEMENT DISTRICT; AND OTHERWISE PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain movable property which is no longer needed for public purposes, i.e., various kitchen appliances and equipment previously used in the West Monroe City jail; and

WHEREAS, the Richland Parish Sheriff’s Office has requested that the City of West Monroe, Louisiana, donate that certain movable property for their use in public safety activities;

WHEREAS, the City of West Monroe, Louisiana, and the Richland Parish Law Enforcement District (established by virtue of R.S. 13:5901) are both political subdivisions whose functions include public safety within the meaning of Article VII, Section 14(E) of the Constitution of the State of Louisiana and R.S. 38:2319.21; and

WHEREAS, the donation of the requested moveable property and its use by the Richland Parish Sheriff’s Office through the Richland Parish Law Enforcement District for public safety purposes benefits both the Richland Parish Sheriff’s Office and the City of West Monroe, Louisiana.

NOW, THEREFORE,

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, be and it is hereby authorized to donate certain described moveable property which is no longer needed for any public purposes by the City of West Monroe, Louisiana, which property is more particularly described as follows:

Hobart Commercial Cooking Appliance Griddle/Oven S/N: 48-1559949 Model HCR40

Hobert Commercial Cooking Appliance Griddle/Oven S/N: 48-1564040 Model HCR42

Toastmaster Fryer S/N: A-12-1010-75 Model 1475B

Master-Built Products Walk-in-Cooler S/N: 7094 (Does not work)

Seco Vent-A-Hood (no serial or model number listed)

(all of the above in “as is” condition)

to the Richland Parish Law Enforcement District, for the benefit of the Richland Parish Sheriff's Office for use for public safety purposes.

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 authorized to execute a donation of the above described movable property on behalf of the City of West Monroe, Louisiana and to take any and all other action and execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above movable property as set forth above.

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 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF APRIL, 2024

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

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

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> West Monroe Indoor Sports Complex West Monroe, Louisiana	CONTRACT INFORMATION: Contract For: General Construction Date: September 27, 2021	CHANGE ORDER INFORMATION: Change Order Number: 007 Date: March 21, 2024
OWNER: <i>(Name and address)</i> City of West Monroe 2305 North 7 th Street West Monroe, LA 71291	ARCHITECT: <i>(Name and address)</i> Tim M. Brandon, Architect, APC 103 Cypress Street West Monroe, LA 71291	CONTRACTOR: <i>(Name and address)</i> Lincoln Builders of Ruston, Inc. P.O. Box 400 Ruston, LA 71273-0400

THE CONTRACT IS CHANGED AS FOLLOWS:

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


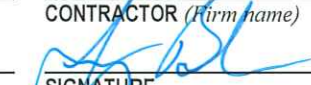
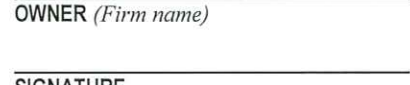
Total Project Savings to Owner - (\$212,994,99)

The original Guaranteed Maximum Price was	\$ 23,461,741.00
The net change by previously authorized Change Orders	\$ 415,876.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 23,877,617.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 212,994.99
The new Guaranteed Maximum Price including this Change Order will be	\$ 23,664,622.01

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

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

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

Tim M. Brandon, Architect, APC ARCHITECT <i>(Firm name)</i>	Lincoln Builders of Ruston, Inc. CONTRACTOR <i>(Firm name)</i>	City of West Monroe OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Tim Brandon PRINTED NAME AND TITLE	Jerry Brasher, Vice President PRINTED NAME AND TITLE	Staci Albritton Mitchell, Mayor PRINTED NAME AND TITLE
3-21-24 DATE	3-21-2024 DATE	 DATE

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO RATIFY, ADOPT AND CONFIRM THAT CONTRACT BETWEEN THE CITY OF WEST MONROE, LOUISIANA AND DIAMOND B. CONSTRUCTION COMPANY, L.L.C. RELATING TO STATE PROJECT NO. H.013392, FEDERAL AID PROJECT H013392, MANE STREET REHABILITATION PHASE 2; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, on April 12, 2022, the City of West Monroe adopted an ordinance authorizing execution of an Entity/State Agreement with LA DOTD relating to State Project No. H.013392, Federal Aid Project H013392, Mane Street Rehabilitation Phase 2; and

WHEREAS, as provided in that Entity/State Agreement with LA DOTD, LA DOTD issued bids for the construction of that project, and thereafter, with the concurrence of the City, awarded that project to Diamond B. Construction Company, L.L.C. for its low bid of \$1,779,689.55; and

WHEREAS, as provided in the Entity/State Agreement with LA DOTD, and in accordance with its terms and provisions, Mayor Staci Albritton Mitchell confirmed the City’s approval of that award to Diamond B. Construction Company, L.L.C. for \$1,779,689.55 and on March 21, 2024, signed the contract for construction of the project which was prepared by LA DOTD; and

WHEREAS, the City of West Monroe wishes to ratify, adopt and confirm the execution of that contract between the City of West Monroe, Louisiana and Diamond B. Construction Company, L.L.C. relating to State Project No. H.013392, Federal Aid Project H013392, Mane Street Rehabilitation Phase 2 by formal act of the Board of Aldermen of the City of West Monroe.

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, here ratifies, adopts, and confirms the execution of that contract between the City of West Monroe, Louisiana and Diamond B. Construction Company, L.L.C. relating to State Project No. H.013392, Federal Aid Project H013392, Mane Street Rehabilitation Phase 2 in the amount of \$1,779,689.55, executed by the City on March 21, 2024.

Section 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to further negotiate and agree to such changes to that contract as are non-material in scope or nature, and thereafter to execute changes to that contract on behalf of the City of West Monroe, Louisiana, and to take any

and all other action deemed by her either necessary or appropriate to effectuate the receipt of these services pursuant to the terms of that 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, passed and adopted the 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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



**Kiroli Park Trails and Improvements: Tennis Courts
West Monroe, LA**

March 26, 2024

TBA Studio is pleased to be working with the City of West Monroe to provide the attached cost estimate. The estimate below is based on the minimum requirements provided by the City of West Monroe. The intent of this estimate is to provide a cost that reflects the probable cost of repairing the existing tennis courts and adding additional courts.

Base Bid: \$175,350

- Resurface existing courts.
- Rotate tennis courts.
- Add pickleball courts on existing slab.
- Install new chain link fencing in between tennis and pickleball courts.
- Upgrade lighting on existing poles.

Add Alternate 1: \$160,250

- Addition of 1 tennis court and 1 pickleball court.
- Install new fencing.
- New sidewalk to the new courts.
- Install 2 new light poles.

Add Alternate 2: \$95,750

- Addition of 1 tennis court and 1 pickleball court.
- Install new fencing.

Add Alternate 3: \$50,000

- Remove all existing chain link fencing and replace it with rubber-coated chain link fencing. Upgrade fencing in add alternates 1 and 2 to be rubber-coated chain link fencing.

Total Cost Estimate: \$ 481,350



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West Monroe, LA**

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- Install new fencing.
- New sidewalk to the new courts.
- Install 2 new light poles.

Add Alternate 2: \$95,750

- Addition of 1 tennis court and 1 pickleball court.
- Install new fencing.

Add Alternate 3: \$50,000

- Remove all existing chain link fencing and replace it with rubber-coated chain link fencing. Upgrade fencing in add alternates 1 and 2 to be rubber-coated chain link fencing.

Total Cost Estimate: \$ 481,350

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS AND IS WITHIN THE ESTIMATED COST OF CONSTRUCTION, BEING THE BID OF BENTZ CONSTRUCTION GROUP, LLC FOR \$514,586.20; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH BENTZ CONSTRUCTION GROUP, LLC, FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “NORTH 3RD STREET IMPROVEMENTS”; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as the “North 3rd Street Improvements” project, being the bid of Bentz Construction Group, LLC in the amount of \$514,586.20.

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, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with Bentz Construction Group, LLC, for certain construction services in connection with the “North 3rd Street Improvements” project, all according to the terms, conditions and provisions set forth in the copy of that contract attached as Exhibit “A”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

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

and adopted the 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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



SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between _____ City of West Monroe _____
(hereinafter called OWNER) and _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the existing North 3rd City Street in West Monroe, Louisiana including milling, patching, and overlay with sidewalk improvements.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

North 3rd Street Improvements
West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$330.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$330.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95 % of Work completed (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive);
 2. Performance Bond (pages 1 to 4, inclusive);
 3. Payment Bond (pages 1 to 4, inclusive);
 4. General Conditions (pages 1 to 42, inclusive);
 5. Supplementary Conditions (pages 1 to 11, inclusive);
 6. Specifications as listed in the table of contents of the Project Manual;
 7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: North 3rd Street Improvements;
 8. Addenda (numbers ____ to ____, inclusive);
 9. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (1 page);
- b. CONTRACTOR's Bid (pages 1 to 4, inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of West Monroe _____

By: _____
Staci Albritton Mitchell, Mayor

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

2305 North 7th Street _____

West Monroe, Louisiana 71291 _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Staci Albritton Mitchell _____

Name: _____

Title: Mayor _____

Title: _____

Address: 2305 North 7th Street _____

Address: _____

West Monroe, Louisiana 71291 _____

Phone: (318) 396-2600 _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF DOCUMENT

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

BID FOR: North 3rd Street Improvements
(Natchitoches St. - Park St.)
West Monroe, Louisiana
L&A, Inc. Project No. 23E066.00

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Lazenby & Associates, Inc. and dated: February 22, 2024

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) N/A

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
Five hundred forty thousand, five hundred eighty six and 20/100 Dollars (\$ 514,586.20)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:
N/A Dollars (\$ _____)

NAME OF BIDDER: Bentz Construction Group, LLC

ADDRESS OF BIDDER: PO Box 2994
West Monroe, LA 71294 318-372-9458

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 64911

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Tiffany Bentz

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Tiffany Bentz

DATE: 05/28/2024

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291
 (Owner to provide name and address of owner)

BID FOR: North 3rd Street Improvements
(Natchitoches St. - Park St.)
West Monroe, Louisiana
L&A, Inc. Project No. 23E066.00
 (Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
Removal of Structures and Obstructions					
202-01-00100		LUMP	Lump Sum	4,150.00	4,150.00
Removal of Asphalt Drives					
202-02-02060		37	Square Yard	28.00	1,036.00
Removal of Concrete Combination Curb & Gutter					
202-02-06080		903	Linear Foot	22.00	19,866.00
Removal of Concrete Walks And Drives					
202-02-06100		357	Square Yard	30.00	10,710.00
Traffic Maintenance Aggregate (Vehicular Measurement)					
402-01-00100		52	Cubic Yard	150.00	7,800.00
Superpave Asphaltic Concrete					
502-01-00100		412.0	Ton	354.00	145,848.00
Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous					
502-01-00200		11.3	Ton	354.00	4,000.20
Cold Planing Asphaltic Pavement					
509-01-00100		1,793	Square Yard	14.00	25,102.00

Wording for "DESCRIPTION" is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: City of West Monroe
 2305 North 7th Street
 West Monroe, LA 71291

BID FOR: North 3rd Street Improvements
 (Natchitoches St. - Park St.)
 West Monroe, Louisiana
 L&A, Inc. Project No. 23E066.00
 (Owner to provide name and address of owner)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-01000		448	Square Yard	113.00	52,804.00
Storm Drain Pipes (12" CPPPDW)					
701-03-01000		91	Linear Foot	129.00	11,648.00
Concrete Collar					
701-15-00100		2	Each	2,000.00	4,000.00
Catch Basins (CB-06)					
702-03-00500		3	Each	7,700.00	23,100.00
Adjusting Manholes					
702-04-00100		1	Each	3,800.00	3,800.00
Concrete Walk (4" Thick)					
706-01-00100		68	Square Yard	140.00	9,520.00
Concrete Drive (6" Thick)					
706-02-00200		289	Square Yard	140.00	40,460.00
Handicapped Curb Ramps					
706-04-00100		6	Each	2,785.00	16,710.00

Wording for "DESCRIPTION" is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

(Owner to provide name and address of owner)

BID FOR: North 3rd Street Improvements
(Natchitoches St. - Park St.)
West Monroe, Louisiana
L&A, Inc. Project No. 23E066.00

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
707-01-00200		1030	Linear Foot	50.00	51,900.00
Concrete Curb (Barrier)					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
713-01-00100		LUMP	Lump Sum	10,000.00	10,000.00
Temporary Signs and Barricades					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01-00100		LUMP	Lump Sum	34,000.00	34,000.00
Mobilization					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
741-11-00100		1	Each	2,000.00	2,000.00
Adjusting Water Valve					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-500-00340		6118	IN.-L.F.	4.00	24,472.00
Saw Cutting Asphaltic Concrete Pavement					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-001		LUMP	Lump Sum	8,000.00	8,000.00
Final Cleanup and Erosion Control					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-002		2	Each	2,000.00	4,000.00
Roof Drain Curb Cut					
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.		QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner.
 All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

BID BOND

Date: 3-28-24

KNOW ALL MEN BY THESE PRESENTS:

That Bentz Construction Group, LLC of West Monroe, LA, as Principal, and The Gray Casualty & Surety Company, as Surety, are held and firmly bound unto the City of West Monroe (Obligee), in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

West Monroe, N.3rd. St. Improvements

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Bentz Construction Group, LLC
PRINCIPAL (BIDDER)

The Gray Casualty & Surety Company
SURETY

BY: [Signature]
AUTHORIZED OFFICER-OWNER-PARTNER
Tiffanie Bentz, Managing Member

BY: [Signature]
AGENT OR ATTORNEY-IN-FACT (SEAL)
Joe Newton, Attorney-in-Fact

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Principal: Beatz Construction Group, LLC

Project: West Monroe, N.3rd. St. improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joe Newton, Randy Graham, Jerry Houston, Brandon Newton, Layne A. Clark, Cullen Clark, and Linda A. Gortemiller of Ruston, Louisiana jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of March, 2024

Mark S. Mangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of March, 2024

Leigh Anne Henican



RESOLUTION

BE IT RESOLVED by the Member of **Bentz Construction Group, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, and domiciled in Ouachita Parish that **Tiffanie G. Bentz**, Manager and only Member of said company is hereby authorized and empowered to execute any and all Contracts and Assignment of Subcontracts.

CERTIFICATE

I, **Tiffanie Bentz**, do hereby certify that the foregoing resolution is a true and exact copy adopted by the Member of said company and that said resolution is duly entered into the records of said company; that it has not been rescinded or modified; and that it is now in full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said company on this 28th day of March 2024.



Tiffanie Bentz

SECTION 00 61 16

North 3rd Street Improvements
NAME OF PROJECT

23E066.00
PROJECT NUMBER

**ATTESTATION CLAUSE REQUIRED BY
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

Bentz Construction Group, LLC
NAME OF BIDDER

Tiffanie Bentz
NAME OF AUTHORIZED SIGNATORY OF BIDDER

03/28/2024
DATE

President
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

Tiffanie Bentz
SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA, TO ACCEPT THE LOW BID SUBMITTED WHICH MEETS THE PLANS AND SPECIFICATIONS AND IS WITHIN THE ESTIMATED COST OF CONSTRUCTION, BEING THE BID OF BENTZ CONSTRUCTION GROUP, LLC FOR \$120,964.35; AND THEREAFTER TO ENTER INTO A CONSTRUCTION CONTRACT WITH BENTZ CONSTRUCTION GROUP, LLC, FOR CERTAIN CONSTRUCTION SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “NATCHITOCHEES STREET CROSS DRAIN REPLACEMENT” PROJECT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe accepts the low bid which met the plans and specifications for that work described as the “Natchitoches Street Cross Drain Replacement” project, being the bid of Bentz Construction Group, LLC in the amount of \$120,964.35.

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, on behalf of the City of West Monroe, Louisiana, be and she is hereby authorized to enter into a construction contract with Bentz Construction Group, LLC, for certain construction services in connection with the “Natchitoches Street Cross Drain Replacement” project, all according to the terms, conditions and provisions set forth in the copy of that contract attached as Exhibit “A”.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to further negotiate and modify any further provisions of the referenced contract as she determines necessary or appropriate, and thereafter to execute such contract, together with executing any and all further documents determined to be either necessary or appropriate in conjunction with the contract authorized above, and to take any and all other actions either necessary or appropriate in order to comply the terms of that executed contract.

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

and adopted the 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

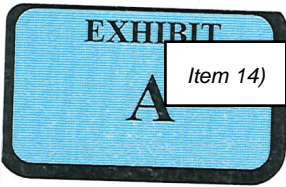
ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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



SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
(hereinafter called OWNER) and _____
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Drainage structure removal, installation of reinforced concrete arch pipe, catch basins, stone backfill, and roadway asphalt patching.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Natchitoches Street Cross Drain Replacement
West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$240.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed, less the aggregate of payments previously made, less retainage as shown below, and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. Retainage withheld shall be ten percent (10%) for contract amounts of less than five-hundred thousand dollars (\$500,000.00).
- b. Retainage withheld shall be five percent (5%) for contract amounts of five-hundred thousand dollars (\$500,000.00) or more.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less retainage, and less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. General Conditions (pages 1 to 42, inclusive);
5. Supplementary Conditions (pages 1 to 11, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Natchitoches Street Cross Drain Replacement

8. Addenda (numbers _____ to _____, inclusive);
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed (1 page);
 - b. CONTRACTOR's Bid (pages 1 to 4, inclusive);
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of West Monroe _____

By: _____
Staci Albritton Mitchell, Mayor

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

2305 North 7th Street _____

West Monroe, Louisiana 71291 _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Staci Albritton Mitchell _____

Name: _____

Title: Mayor _____

Title: _____

Address: 2305 North 7th Street _____

Address: _____

West Monroe, Louisiana 71291 _____

Phone: (318) 396-2600 _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF DOCUMENT

SECTION 00 41 43

BID FORM – UNIT PRICE

PROJECT IDENTIFICATION: Natchitoches Street Cross Drain Replacement
City of West Monroe
Ouachita Parish, Louisiana
L&A, Inc. Project No. 23E063.00

NAME AND ADDRESS OF BIDDER: Bentz Construction Group, LLC
PO BOX 2994
West Monroe, LA 71294

THIS BID IS SUBMITTED TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>N/A</u>	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidders may use numbers only when completing the bid form.

Bid Form – Unit Price
00 41 43 - 2

BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Extension
202-01-00100	Removal of Structures and Obstructions	100%	Lump Sum	4,000.00 Dollars 00 Cents	4,000.00
202-02-38500	Removal of Surfacing and Stabilized Base	69.5	Square Yards	15.50 Dollars 50 Cents	1,077.25
203-05-00100	Excavation & Embankment	100%	Lump Sum	2,000.00 Dollars 00 Cents	2,000.00
302-02-06100	Class II Base Course (12" Thick)(Crushed Stone)	72.2	Square Yards	98.00 Dollars 00 Cents	7,075.60
402-01-00100	Traffic Maintenance Aggregate (Vehicular Measurement)	34	Cubic Yards	175.00 Dollars 00 Cents	5,950.00
502-01-00200	Superpave Asphaltic Concrete, Drives, Turnouts and Misc.	69.5	Square Yards	290.00 Dollars 00 Cents	20,155.00
701-02-01080	Cross Drain Pipe Arch (48" Equiv. RCPA)	32	Linear Feet	510.00 Dollars 00 Cents	16,320.00
701-14-00100	Cleaning Existing Pipes	184	Linear Feet	65.00 Dollars 00 Cents	11,960.00
702-03-00200	Catch Basins (CB-02)	1	Each	11,031.00 Dollars 00 Cents	11,031.00
702-03-01100	Catch Basins (CB-SD02)	1	Each	11,031.00 Dollars 00 Cents	11,031.00
713-01-00100	Temporary Signs and Barricades	100%	Lump Sum	3,450.00 Dollars 00 Cents	3,450.00
726-01-00100	Bedding Material	14.9	Cubic Yards	155.00 Dollars 00 Cents	2,309.50
727-01-00100	Mobilization	100%	Lump Sum	9,000.00 Dollars 00 Cents	9,000.00
NS-200-00340	Saw Cutting Asphaltic Concrete Pavement	201	Inch-Linear Feet	5.00 Dollars 00 Cents	1,005.00
S-001	Final Cleanup and Erosion Control	100%	Lump Sum	6,400.00 Dollars 00 Cents	6,400.00
S-002	10" Steel Sewer Casing Pipe	8	Linear Feet	925.00 Dollars 00 Cents	7,400.00

S-003	Striping	100	Linear Feet	8 00	Dollars Cents	800.00
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TOTAL OF BASE BID = \$ 120,964.35

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on March 28, 2024.

State Contractor License No. 64911

If Bidder is:

An Individual

Name (typed or printed): N/A

By: (Individual's signature) (SEAL)

Doing business as:

Business address:

Phone No.: FAX No.:

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Bentz Construction Group, LLC (SEAL)

State of Incorporation: LA

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: Tiffanie Bentz
(Signature -- attach evidence of authority to sign)

Name (typed or printed): TIFFANIE BENTZ

Title: President

(CORPORATE SEAL)

Attest Bailey Androsia
Bailey Androsia (Signature of Corporate Secretary)

Business address: PO BOX 2994
WEST MONROE, LA 71294

Phone No.: 3183729458 FAX No.: N/A

Date of Qualification to do business is 11/16/2016

END OF SECTION

RESOLUTION

BE IT RESOLVED by the Member of **Bentz Construction Group, LLC**, a limited liability company organized and existing under the laws of the State of Louisiana, and domiciled in Ouachita Parish that **Tiffanie G. Bentz**, Manager and only Member of said company is hereby authorized and empowered to execute any and all Contracts and Assignment of Subcontracts.

CERTIFICATE

I, **Tiffanie Bentz**, do hereby certify that the foregoing resolution is a true and exact copy adopted by the Member of said company and that said resolution is duly entered into the records of said company; that it has not been rescinded or modified; and that it is now in full force and effect. IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said company on this 28th day of March 2024.



Tiffanie Bentz

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 A PROFESSIONAL SERVICES CONTRACT WITH S.E. HUEY CO. FOR CERTAIN ENGINEERING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS “N. 6TH STREET SIDEWALKS”, 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, a Contract For Engineering Services with S.E. Huey Co. for certain engineering services on the project known as “N. 6th Street Sidewalks”, a copy of which contract 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 to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

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 2nd day of April, 2024, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 2ND DAY OF
APRIL, 2024

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

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



**CONTRACT FOR ENGINEERING SERVICES
N. 6TH STREET SIDEWALKS**

THIS CONTRACT FOR ENGINEERING SERVICES (hereinafter simply referred to as this "Contract") by and between CITY OF WEST MONROE, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, OWNER proposes to undertake the "N. 6th Street Sidewalks" project, hereinafter referred to as the "PROJECT"; and

WHEREAS, OWNER has obtained a grant of USDOTD Transportation Alternatives funding being administered by the LADOTD Transportation Alternatives Program for the purpose of constructing the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys; to design and prepare final constructions plans and specifications; and to provide construction engineering and observation services; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under the conditions and for the fees set forth in this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, OWNER and ENGINEERS agree as follows:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all engineering and surveying services necessary for the performance of the items of work for the PROJECT, including contract administration and on-site construction observation, as more fully provided below.

SCOPE OF PROJECT

The objective of the PROJECT is to provide safe pedestrian transportation facilities along N. 6th Street, from Travis Street to Clayton Street. The PROJECT consists of installing approximately 3,000 feet of new 5'-wide concrete sidewalks, and replacing approximately 1,400 feet of existing 5'-wide concrete sidewalks. It also includes the installation of ADA-compliant curb ramps and drainage pipe, as required.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Completing the requirements of the DOTDTAP Environmental Checklist, including providing Solicitation of Views (SOV) letters to the designated reviewing agencies.
- 2) Performing topographic survey as required for design of the improvements.
- 3) Designing and preparing plans for the improvements described in the approved project application, in accordance with the requirements of LADOTD TAP.
- 4) Obtaining required project permit(s) from LADOTD for work to be performed within State rights-of-way.
- 5) Providing on-site observation of construction, preparing inspection reports, and keeping records in "Site Manager", as required by LADOTD TAP.
- 6) Reviewing and submitting to OWNER for approval, all contractor requests for payment and change orders.
- 7) Providing reproducible "as-built" plan drawings to OWNER upon PROJECT completion.
- 8) Conducting substantial completion, final inspection, and PROJECT close-out, including submittal of the final estimate to LADOTD.

EXCLUSIONS

This Contract does not include work associated with utility relocations or right-of-way acquisition, other than ENGINEERS shall promptly inform OWNER of needed utility relocations and right-of-way acquisitions as soon as identified, providing OWNER with all information necessary for OWNER to then arrange for that utility relocation and for the needed right-of-way acquisition (such as appropriate legal description), together with all funding source or other applicable requirements which are understood by ENGINEERS as affecting that acquisition (such as Uniform Relocation Assistance and Real Property Acquisition policies) which may require OWNER to obtain additional professional assistance.

If additional utility relocation, right-of-way acquisition, or additional permitting is required to perform the scope of this PROJECT, services to perform that additional work will be negotiated at that time or billed using the attached Schedule of Invoicing Rates found in Exhibit "A".

CONTRACT TIME

Work shall begin upon authorization by the OWNER and shall progress in accordance with funding agency program requirements. Unless suspended or terminated as provided below, this Contract shall remain in effect until the PROJECT is accepted by the OWNER and all associated documentation required by the funding agency is complete.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept in full, compensation for the services to be performed under this contract, as follows:

- A. ENGINEERING SERVICES: The fee for Engineering Services, including completion of the Environmental Checklist, performing preliminary and final designs, production of plans, permitting, and coordination with LADOTD TAP, shall be \$88,030.
- B. CONSTRUCTION OBSERVATION: The fee for Construction Observation services, including required documentation and close-out assistance, shall be \$60,480.
- C. SURVEYING: The fee for Surveying Services, consisting of the collection of topographic data for the engineering design, shall be \$25,900.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the rates included in Exhibit "A", attached.
- E. THIRD-PARTY SERVICES: All sub-consultant or laboratory fees required shall be 100% reimbursable and paid directly by OWNER. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS following receipt of invoice by OWNER. Invoices will be based on the percentage of the fee expended for the services completed to that billing date, and submitted not more frequently than once per month,.

Specialized consultant or laboratory fees will be forwarded to the OWNER for direct payment, and will be subject to the terms and conditions of any agreements pertaining to those services approved by OWNER.

Invoices shall be due and payable within 30 days following the receipt of invoice.

DELAYS AND EXTENSIONS

ENGINEERS shall not be responsible for delays beyond their control, including delays caused by tardy approvals of work in progress by reviewing agencies.

TERMINATION OR SUSPENSION

This Contract shall be binding upon OWNER and ENGINEERS until the work has been completed and accepted by OWNER and all payments required to be made to ENGINEERS have been made.

This Contract may be suspended or terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of OWNER and ENGINEERS.
- 2) By OWNER, as a consequence of the failure of ENGINEERS to comply with the terms, progress, or quality of work in a satisfactory manner, as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS.
- 3) By OWNER, if for any reason OWNER shall determine it does not wish to further continue with the project at that time.
- 4) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract.
- 5) By satisfactory completion of all services and obligations of both OWNER and ENGINEERS.

In the event of termination or suspension, ENGINEERS shall be entitled to payment for all services provided prior to termination or suspension.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with this PROJECT.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the OWNER and ENGINEERS.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract For Engineering Services in duplicate original, to be effective upon the last date of execution shown below.

WITNESSES:

S. E. HUEY CO., ENGINEERS

BY: _____
Robert L. George, IV, P.E.

DATE: _____

WITNESSES:

CITY OF WEST MONROE, OWNER

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

EXHIBIT "A"
SCHEDULE OF INVOICING RATES
Effective January 2024

<u>CLASSIFICATION</u>	<u>RATE</u>
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$95.00
D. Inspectors	\$85.00
2. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$85.00
3. Clerical	\$75.00
4. Survey Services	
A. Registered Land Surveyor	\$150.00
B. Survey Technician	\$105.00
C. 1-Man Survey Crew	\$150.00
D. 2-Man Survey Crew	\$165.00
5. Other Costs	
Any authorized sub-consultant cost will be billed at 100% of the invoiced cost to Engineer. Travel, living and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.	



INFRASTRUCTURE PROJECT UPDATE

April 2, 2024

UNDER CONSTRUCTION

Project	Description	Funding	Status
Otis Street (Urban Systems)	Mill & Overlay, add bike/ped path.	Urban Systems (80/20)	Punchlist item and final change order remain.
DRA: Cypress/Slack Sanitary Sewer Improvements	Replacement of sanitary sewer lines in the vicinity of Cypress Street.	DRA/City	Contractor is to perform additional investigation of final punch list item.
New Kiroli Road Bridge (North)	Replacement of bridge on Kiroli Road with box culverts.	Capital Outlay	Punch list items and permanent striping next week.
Flanagan Street Water Main Replacement	Replacement of existing 4" W.M. along Flanagan with a 6" W.M.	CWEF/City	Construction underway.
Montgomery Ave. Lift Station and Force Main Improvements	Replacement of pumps at the Montgomery Lift Station, and installation of a new force main from the lift station to Mont/Reagan intersection.	City	Contract awarded to McLemore Service Contractors, LLC.
Industrial Park Drainage Improvements (EDA)	Drainage improvements including cross drains, piping, and ditches.	EDA/City	All cross drains, 54" storm drain relief, and roadway repairs completed. Minor work, dress up, and walk-through remain.

Project Classifications

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

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



IN DESIGN			
Project	Description	Funding	Status
Kiroli Sidewalk Project	Install new sidewalks along Kiroli Road from Post Oak Apartments to Arkansas Road. Install pedestrian crossing at Kiroli Elementary.	DOTD TAP (80/20)	Pursuing additional funding from DOTDTAP.
Black Bayou Canal - 2016 Flood Damage Repairs	Repair concrete canal near Assembly and Wal Mart.	EDA/FEMA/ City	EDA awarding \$1.7 million.
Black Bayou Canal Improvements (HMGP)	Improvements including cleaning, widening, and armoring portions of the Black Bayou Canal south of I-20.	FEMA/City	Awaiting FEMA Phase I approval. USACE permitting underway.
Crosley Street Rehabilitation	Mill & Overlay with sidewalk replacement, from Trenton St. to N. 7th Street.	Urban Systems (80/20)	Design Phase.
Highland School Area Sidewalks	Construction of sidewalks along Arlene Street to provide a safe pedestrian route to school.	LaDOTD/City	100% Final comment received 3/27/24.
Mane Street Rehabilitation Phase 2 (Urban Systems)	Mill & Overlay Mane Street from Downing Pines Rd to Interchange.	Urban Systems (80/20)	DOTD preparing contract documentation. Construction should begin next month.
New Drago Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Drago LS. Funding from Capital Outlay and La Water Sector Program.	WSP/LaFPC/ City	Plans are complete. Property acquisition underway. Rate study underway.
New Austin Sanitary Sewer Lift Station	New sanitary sewer lift station to replace Austin LS.	EDA/City	Design Phase.
Arkansas Rd. Utility Relocation	Relocation of water and sewer lines ahead of street rehabilitation project.	City	DOTD & DHH permit approved. Final bid set preparation underway.
North 7th Street Bicycle/Pedestrian Path (Arkansas Rd to Otis St)	Construction of 10' wide concrete path along the east side of North 7th Street.	FHWA Rec Trails Prog/City	Design 90%. Final plan with City review underway. Irrigation changes to be incorporated.
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	95% Preliminary plan review (DOTD), pending retaining wall revision.
Downtown - Trenton/Wood Sewer	Sewer line improvements.	City	Plans complete. Prices to be solicited during April/May with construction to occur during June.
Mid-City Drainage (Fed Approp/FEMA-PDM)	Drainage improvements between Trenton Street and Black Bayou Canal. (\$2.4m Award)	FEMA/City	FEMA consultant performing Environmental Assessment. Survey/Preliminary Design Phase.
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	CEA executed. Engineering contract is being prepared.
2023 DOTDTAP: N 6th Street Sidewalks	Construction of sidewalks along N 6th Street, from WMHS to Clayton Street.	LaDOTD/City	Design kickoff meeting was held 3/14/24. Engineering contract is pending.
Drago Sanitary Sewer Force Main (South 11th Street)	Replacement of an aging 16" AC F.M. along S. 11th Street from Coleman Ave. to the Austin Street Lift Station.	LGAP/City	Advertising for bids. Bid opening set for 4/11/24.
McMillan Rd. Lift Station Rehabilitation	Replacement of pumps and piping at the McMillan Rd. sanitary sewer lift station.	LGAP/City	LGAP agreement received. Funding reallocation approved by LGAP. Preparing LDH submittal.
Phillips Street Water Main FY22-23 CWF	Replacement of an aging 6" AC W.M. along Phillips between Cherry Street to the east side of Ned Street.	CWF/City	Permits approved. CWF contract execution underway.
Black Bayou Pump Station - Pump Replacement	Replacement of pumps.	FEMA/City	\$5M application has been endorsed by GOHSEP (State) and forwarded to FEMA for consideration.
Black Bayou Pump Station Improvements	New pumps, housing, and generator. (\$10 million)	LWI/City	City has received conditional letter of award for \$10M. Grant kickoff mtg held 3/19/24.

Project Classifications

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

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



APRIL 2, 2024
WEST MONROE CITY COUNCIL MEETING
ENGINEERING UPDATE
L&A, INC. PROJECT NO. 24E038.00

Kirola Walk Trail Improvements – City Project No. C22002

- Preparing Construction Plans
- Tennis Court plans have been transmitted to the State Office

Sunshine Heights Drainage Improvements – City Project No. C22024

- Topographic Survey 95% complete
- Finish topo & continue preparing construction plan set

Natchitoches Street Cross Drain Replacement – City Project No. C23007

- Bentz Construction Group low bidder at \$120,964.35
- Recommend award to Bentz Construction Group

North 3rd Street Improvements – City Project No. C23013

- Bentz Construction Group low bidder at \$514,586.20
- Recommend award to Bentz Construction Group

Stella Mill Street Gravity Sewer Main Rehabilitation (1 Mill Street, Thrift Store)

- Under Construction – Jabar Corporation

Stella Street Gravity Sewer Main Rehabilitation (710 Stella Street, near J Russell)

- Postpone letter bids for two weeks & check with pipe bursting contractors' work schedule
- Estimated construction cost is \$127,000

Wood Street Sidewalk Repairs

- Review with Mayor's office to establish project limits & designing to be in accordance with the City's ADA transition plan.

Gulpha Drive Ditch Stabilization

- Topo surveying ditch area in order to determine options available for stabilization & estimate costs for those options

Downing Pines Roadside Ditch Stabilization

- Topo surveying ditch area in order to determine options available for stabilization & estimate costs for those options

Various Appropriations Requests for funding

- Working with the Mayor's office for various funding requests
- Federal Programs – DRA, Representative Julia Letlow Office
- State Programs – Capital Outlay & Direct Funding from surplus