

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – NOVEMBER 12, 2024, 6:00PM  
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MS. WOODS:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. McFarland
5. Mr. Muhammad
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF OCTOBER 22, 2024:  
(PUBLIC COMMENTS)

V: PRESENTATION:  
NONE.

VI: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 603 Benton Ave. (D4) – owner- Larry Davis and Lisa Williams

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Adopt a Resolution accepting the RFQ Response by Halff Associates, Inc. to provide Engineering Services for the Monroe Regional Airport Offsite Drainage Improvements Project and further providing with respect thereto.

(b) Adopt a Resolution accepting the Base Bid of Amethyst Construction, Inc. in the amount of \$3,544,294.95 and Alternate No. 1 in the amount of \$71,250.00, for the DeSiard Street Improvements (S. Grand St. to N. 6th St.) Phase 2 Project and further providing with respect thereto.

(c) Adopt a Resolution accepting the Base Bid of Amethyst Construction, Inc. in the amount of \$804,646.30 for the Barbados & West Deborah Drive Drainage Improvements Project and further providing with respect thereto.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution appointing \_\_\_\_\_ to the Board of Commissioners for the Downtown Economic Development District.

(b) Adopt a Resolution appointing \_\_\_\_\_ and \_\_\_\_\_ to the Board of Commissioners for the Downtown Economic Development District.

2. Department of Administration:

Public Comment:

(a) Consider twenty-five (25) Renewal Applications for a New 2025 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(b) Consider twenty-six (26) Renewal Applications for a New 2025 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(c) Consider one (1) Renewal Applications for a New 2025 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider one (1) Renewal Applications for a New 2025 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(e) Consider one (1) Renewal Application for a New 2025 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(f) Consider one (1) Renewal Application for a New 2025 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services :

Public Comment:

- (a) Adopt a Resolution approving Close-Out Change Order No. Two (2) for the Lee Ave. Street Improvements Project and further providing with respect thereto.
- (b) Adopt a Resolution approving Change Order No. One (1) for the Louisiana Purchase Exhibition Phase 1 the Swamp Project and further providing with respect thereto.
- (c) Adopt a Resolution approving Change Order No. Two (2) for the North 6<sup>th</sup> St. Improvements (Louisville Ave. to Stubbs Ave.) Project and further providing with respect thereto.
- (d) Adopt a Resolution accepting as substantially complete work done by Don. M. Barron Contractor, LLC for the Lakeside Dr. Water Improvements Project and further providing with respect thereto.
- (e) Adopt a Resolution approving a Professional Services Agreement with Meyer, Meyer, Lacroix, & Hixon for the West Parkview Drainage Improvements Project and further providing with respect thereto.
- (f) Adopt a Resolution approving Close-Out Change Order No. Three (3) for the Saul Adler Recreation Center Parking Lot Improvements Project and further providing with respect thereto.
- (g) Adopt a Resolution accepting as substantially complete work done by Benchmark Construction Group of Louisiana, LLC for the Saul Adler Recreation Center Parking Lot Improvements Project and further providing with respect thereto.
- (h) Adopt a Resolution approving Change Order No. Two (2) for the South Grand Street Improvements Project and further providing with respect thereto.
- (i) Adopt a Resolution approving a Professional Services Agreement with Frye Magee, LLC for the Monroe Regional Airport Offsite Drainage Improvements Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:  
NONE.

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

Open Public Hearing/Public Comment/Close Hearing:

- (a) Finally adopt an Ordinance repealing Ordinance No, 12,192, re-approving an Administrative Reorganization, and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

- (b) Finally adopt an Ordinance amending Section 36-20 (Tap Fees) of the City of Monroe Code and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

- (c) Finally adopt an Ordinance amending Sections 24-7 (Penalties) and 24-8 (Costs) of the City of Monroe Code and further providing with respect thereto.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana  
October 22, 2024  
6:00p.m.

The Honorable Chairman Juanita G. Woods, called the meeting to order. She then asked the clerk to call roll.

There were present: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, & Mr. Muhammad

There was absent: None

Chairman Woods announced that a quorum was present, and that the Invocation and the Pledge of Allegiance would be led by Mrs. Ezernack or her designee.

The Invocation was led by City Engineer Morgan McCallister.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1) Mr. Harvey had no announcements.

(2) Mrs. Ezernack welcomed everyone, and she thanked Mr. McCallister for the Invocation.

(3) Mr. McFarland thanked all that met with DOTD at the Civic Center concerning the Texas Avenue bridge and he is asking them to please move the project up. He said they have a target date of July 2026 before the plans are released and December 2026 before they start any repairs on the deck of the bridge. With that being said, he is asking the Council members and those who that will come meet with DOTD on Monday, October 28<sup>th</sup>, 5:30 at the Wossman High School. He said there is an issue with some of his constituents concerning the closure of Winnsboro Road and this is the last hearing on this matter. On another note, he solicited prayers for his father-in-law who had surgery on yesterday and emergency surgery today.

(4) Mr. Muhammad stated the unveiling of the book boxes at Carver Elementary were successful. He thanked the staff and the students, and he said they want to do their part in helping to improve literacy in the community. On another note, he said Ms. Comanche lives on Jackson Street and her yard is always decorated and it brings joy to everybody. He said in the spirit of the Holiday season and on behalf of the Monroe City Council Ms. Bernita Faye Comanche was presented with a plaque for her attractive and creative beautification of her yard.

(5) Mayor Friday Ellis stated Picnic in the Park at Charles Johnson Park on October 17 was successful. He thanked the families that came out to participate and the small business vendors. Next, he said Rolling on the Riverfront was another great time and he thanked all the vendors and businesses that participated. On another note, he had the privilege to attend the Louisiana Energy Security Summit hosted by Senator Bill Cassidy that talked about the industry. He said it is the tip of the spear when it comes to Energy security and production.. He said it would help Monroe provide opportunities for families here and consider them for future expansion. He said another fun event is the Historic Haunts on November 2<sup>nd</sup> at the Layton Castle Master Museum and Cooley House. He said it is a haunted tour of all the things in Monroe from 6pm until 9pm. He said another big event put on by the Zoological Society is BOO at the ZOO, October 26<sup>th</sup> 10am to 2pm at the Louisiana Purchase Gardens and Zoo. He said the Downtown Pep Rally to support ULM Warhawks on November 7<sup>th</sup> in Downtown Monroe for the ULM vs Texas State beginning a 5pm with a welcome at 6pm. Lastly, he gave an update for the progress of Atakapa cleaning out all the underground pipes and catch basins. He said the extra capacity helps in times of flash flooding for crews to mobilize. He said they have cleaned 24 miles of pipes, and some sewer pipes have been cleaned and inspected as well. He said over a thousand catch basins and 47 truckloads of debris were moved out. He said these are things a lot of time the community can't see that causes a lot of heartache when it comes time for flash flooding and flooding incidents.

(6) Ms. Woods stated the Council is happy to have everyone here. She said the rules for tonight as the Council have comments you will only be able to talk one time on an issue on the agenda. She noted at citizen's participation the Council is reenforcing the 3 minute rule. She thanked everyone for coming and she said she is certain there were many other things they could be doing but they chose to come and listen to the business of the City.

Upon motion of Mr. McFarland and seconded by Mr. Harvey, and the minutes of the Legal and Regular session of October 8, 2024, were unanimously approved. (There were no public comments.)

#### RESOLUTIONS AND MINUTE ENTRIES:

##### Council:

(a) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8825 confirming the appointment of Thelma J. Stevenson to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto. (Mr. McFarland recused)

Ms. Thelma Stevenson thanked the Mayor for his vote of confidence, and she said she serves at the pleasure of the Mayor. She said Senator Jones and Otis Jones, former Presidents of SEDD, their vision was to empower small businesses on the South side, and she prays to be an asset to the board. She said she prays they can agree to disagree to move forward expeditiously about the product and services of the City.

Mr. McFarland said the advice of the City Attorney Brandon Creekbaum was to recuse himself because she is a member of his church, and she works under his leadership. He said she works for the McFarland Funeral Company as a funeral attendant and an outstanding employee.

Ms. Woods thanked Ms. Stevenson for her commitment to serve on the committee. She thanked Ms. Steveson for her perseverance as the Council went through some difficult changes and for her dedication though she had not been confirmed on the board.

Mr. Muhammad wanted to know if SEDD board is complete.

Mr. Brandon Creekbaum, City Attorney, said he believes SEDD have achieved all members.

(b) Upon motion of Mr. McFarland , seconded by Mrs. Ezernack and unanimously approved Resolution No. 8826 granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an Exhibition Reception and Talk for Peter Jones: Contemporary Realist Retrospective at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8827 granting an exception to the Open Container Ordinance to the Twin City Art Foundation for (the Masur Museum Holiday Party) at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mrs. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8828 granting an exception to the Open Container Ordinance to the City of Monroe & Friends of Monroe Main Street for a community event (Historic Haunts) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(e) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8829 granting an exception to the Open Container Ordinance to the Downtown Monroe Arts Alliance for a (Downtown Art Gallery Crawl) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(f) Upon motion of Mr. Muhammad, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8830 confirming the appointment of Louis Tolliver as Public Works Director and further providing with respect thereto. (Mr. McFarland recused)

Mr. McFarland stated at the last meeting he recused himself on this matter due to the relationship that Mr. Tolliver and he have in different capacities. He said someone was saying he could un-recuse himself but that is not ethical, and he stands on the same to recuse himself from this matter.

Mr. Louis Tolliver, newly appointed Public Works Director, thanked the Mayor for having confidence in him to appoint him to this position. He thanked the City Council for their support, and he said it is time to hit the ground running.

Mayor Ellis stated Mr. Tolliver is a United States Marine Corps veteran and he has the upmost confidence in his leadership. He said he is a good man of integrity, and he can't wait to see what he is going to do to grow the department.

Ms. Woods thanked Mr. Tolliver, and she said get ready because she would be calling.

Department of Administration:

(a) Upon motion of Mr. Muhammad, seconded by Mrs. Ezernack and unanimously approved to consider an Application by DG Louisiana, LLC dba Popshelf Store#30251, 4219 Pecanland Mall Dr., Monroe LA 71203 for a New 2024 Class B Alcoholic Beverage Permi. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.)

Mr. Harvey wanted to know if this was the one the Council approved a few weeks ago.

Mr. Brandon Creekbaum, City Attorney, said this came before the Council as a conditional use last time and now they are applying for the license.

Department of Planning & Urban Development:

(a) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8831 accepting the RFQ Response of ELOS Environmental LLC to provide lead-based paint inspections, soil sampling risk assessment, and dust clearance samples and further providing with respect thereto. (There were no public comments.)

Ms. Ellen Hill, Director of Planning and Urban Development, stated they were awarded a lead hazard control grant from the US Department of Housing and Urban Development to address lead paint and healthy home hazards. She said a part of that grant requires lead paint inspections and risk assessments. She further stated while they have the staff, and one project manager certified to do the risk assessment they are planning to do many homes. She said there is funding to work with an outside firm for help as needed. She noted the plan is to do the risk assessments and then work with them to get clearance before anyone can move back into their home or before the job could be finalized they have to have a certified risk assessor to ensure that they have done the job properly. She said they met the qualifications, they have the experience, and they have worked in the community before.

Ms. Woods wanted to know if they would be starting sooner than later.

Ms. Hill noted the team have done at least 15 or 16 assessments already. She said they haven't started with the actual work because they are awaiting HUD's approval for their environmental review.

Mr. Muhammad wanted to know how are the houses determined.

Ms. Hill said for the lead based paint they have to be low to moderate income, there must be a child 6 or younger residing in the home or visiting for 60 hours or more over the course of a year, or an expecting mother. She said it could be a homeowner, or a renter and the landlord has to agree to put his or her property in the program. She said after they get that information then they do risk assessments. She said if there is lead based paint inside or outside then they come up with a plan how to address those hazards.

Ms. Woods wanted to know if there was a meeting that people needed to attend if they were interested or trying to see if they qualified for the first cycle of money.

Ms. Hill said they had their information session and about 64 people attended and so far they have had about 15 to complete the initial assessment. She said now they are going through the full application, but they also have about 50 other homes that came in when they had the grant from Louisiana Housing, and they are working that list. She said those people have qualified and about 12 of those houses have been assessed. She noted they are waiting on the release of funds from HUD to come up with a scope of work and how they would address the lead.

Before moving to the next agenda item with no objection from the Council, Mayor Ellis stated Mr. Sean Benton has been the interim Public Works director for some time now. He thanked Mr. Benton for the work he has put in and his leadership. He said what he has been able to accomplish there is

nothing short of amazing. He thanked him for going above and beyond and for teaching him a lot of things.

Ms. Woods said she still knows Mr. Benton's number and she will continue to call him along with Mr. Tolliver. She wanted Mr. Benton to know how much they truly appreciated all he has done in this interim period making sure that the City hasn't missed a beat.

(b) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8832 approving Change Order No. One (1) for the 3004 Gordon Avenue Project and further providing with respect thereto. (There were no public comments.)

Legal Department:

(a) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8833 authorizing the City of Monroe to retain Hudson, Potts & Bernstein, LLP for legal services and further providing with respect thereto. (There were no public comments.)

Mayor's Office:

(a) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8834 approving and authorizing a Cooperative Endeavor Agreement with the Ouachita African American Historical Society (Northeast Louisiana Delta African American Heritage Museum) and further providing with respect thereto.

Ms. Avius Carroll, 11 Brair Hollow Drive, Chairman NELA African American Heritage Museum, said they have enjoyed an incredible working relationship with the City of Monroe, and she thanked the City for their ongoing support. She said the museum is deeply rooted in District 3 which is represented by Councilwoman Woods who has been a fearless advocate for the African American Museum. She stated the African American Heritage Museum showcases the contributions and impact of African Americans in our City, it explores the essence of being American, and illustrates how values such as resilience, optimism, and spirituality is reflected in African American culture and history. She further stated over the past two years they have hosted numerous events, exhibits, and activities to generate support for the museum. She said this cooperative endeavor agreement with the City allows them to continue to offering valuable experiences to the community. She noted the museum is a public institution open to everyone where all are welcome to participate, collaborate, and learn more about the African American history and culture. She thanked the City for their support, and she said they look forward to their continued sponsorship.

Ms. Woods thanked Ms. Carroll for her tenure as President and she noted she has done some amazing things.

(b) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8835 approving and authorizing a Cooperative Endeavor Agreement with Red, White, and Blue Airshow Inc., and further providing with respect thereto.

Ms. Nell Calloway, CEO President of the Chennault Aviation and Military Museum, said they are having the Chennault fest this weekend and it is looking to be outstanding, and the weather is beautiful. She said they have 20 food trucks coming and hot air ballons Friday and Saturday night. She thanked the Council for passing resolution previously for the air show and she thanked them for all their pass support for the museum.

Ms. Woods thanked Ms. Calloway for all the hard work that she does.

(c) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8836 approving and authorizing a Cooperative Endeavor Agreement with Friends of Chennault Aviation and Military Museum and further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8837 approving and authorizing a Cooperative Endeavor Agreement with the University of Louisiana Monroe and further providing with respect thereto.

Dr. Ann Hanks stated they are asking for the City's support to place weather stations in parks and schools all across Monroe to create a micro net. She said they have the only atmospheric science

program in the State of Louisiana, and they collect a lot of data. She said they received a grant to put a weather station in 50 parishes across the State of Louisiana. She said they would like to place weather stations all across Monroe to create a climatological library and then create maps for extreme temperature and heat. She said the data would be used for anyone in the City. She said it will cost the City nothing and they are very small and would give you 24 hours continuous data for temperature, dew point temperature, relative humidity, pressure, wind speed, wind direction, and measure solar radiation. She said they don't have any funding yet and they are applying for a grant and looking for the City's support.

Mr. Muhammad wanted to know if they will be working with the local weather stations.

Dr. Hank said yes, they would collect the data, and they have a big repository that they share with GOP and the National Weather Service in Jackson and Shreveport. She said they would have access to this data, and they would also share this with the City of Monroe if they need it for planning or grant writing purposes to ask for mitigation money for extreme heat or cold events.

Mayor Ellis stated having this data helps the university and municipalities vice versa in partnership draw down resources from the federal government. He said to help better protect the City to mitigate some future extreme weather incidents. He said without this data it's really hard to pull down this money and university has an outstanding program.

Department of Public Works:

(a) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8838 authorizing the City of Monroe to apply for fy 2025 Section 5339 Funds for buses and bus facilities and further providing with respect thereto.

Mr. James Tatum, 600 Highway 139, Union 1160 Vice President, wanted to know what is the 5339.

Mr. Marc Keenan, General Manager, stated 5339 is a Federal grant section specifically for facilities or buses.

Mr. Tatum wanted to know if it is two grants combined one for buses and one for facilities.

Mr. Keenan said no sir, it's either or and it's up to the agency what they apply for.

Mr. Tatum said he knows in the past the City was talking about building another facility.

Ms. Woods said for the record she asked Mr. Keenan to tell everyone what the City have going on here.

Mr. Keenan stated Mr. Tatum is correct, the City has spoken about constructing a new terminal and that is what this project is for. He said the Terminal is being moved from Catalpa Street to DeSiard Street. He further stated the cost of the project eleven million dollars, and the City has to come up with 2.2 million dollars.

Mr. Tatum wanted to know the reason the terminal is being moved, which is an inconvenience for passengers downtown. He said he has worked for Transit 21 years, and he has seen a lot of disabled people come far and near. He said for the passengers downtown it is more convenient where the terminal is now.

Mr. Muhammad stated the previous Council approved the terminal be moved.

Ms. Woods said she understands Mr. Tatum but she doesn't know if this is the meeting they should be having this conversation. She said as Mr. Muhammad stated this has been approved and there is no going back to do anything other than to move forward.

Mr. Tatum wanted to know why they can't get a raise.

Ms. Woods said she can't answer, and she doesn't know if this is the proper venue to have that conversation.

Mr. Keenan said this grant is for Capital items and it is totally separate from a grant they would use for administration purposes.

Mr. Tatum said the operational grant they could definitely get a raise from that, and he doesn't understand why they can't because they haven't had a raise since 2013.



Ms. Woods reiterated she doesn't think this is the venue to have that conversation and she referred for Mr. Tatum and Mr. Keenan to get together to talk about it.

Mr. McFarland stated he is doing his best to stay within the rules to allow the public to speak first before the Council have their final deliberation on matters. He said he heard Mr. Keenan say that this grant could be for buses or facilities. He said evidently he misinterpreted the resolution because the only reason he is supporting this it clearly states an application submitted up to a million dollars towards the construction of a new terminal, that's not buses. He said he doesn't know if he misspoke or if it's some other gray areas that he can't see.

Mr. Brandon Creekbaum, City Attorney, noted 5339 is a grant program that allows people to submit applications in response to calls for projects. He said the Transit team indicated that they would be submitting an application for facility or bus grant, and they get to decide what they're going to apply for.

Mr. McFarland said he doesn't want the City to get crossed up and he doesn't want the public to leave thinking Transit could do anything with these funds. He noted the resolution says terminal and he is not going to support it if it's loosey goosey. He wanted to know if the property has been purchased.

Mr. Keenan said yes sir.

Mr. McFarland said the City is already down the road with the project because the last Council put the wheels in motion and the train has left the station and they can't bring it back. He said he thinks individuals could appreciate it more if the City would be very transparent and just tell it like it is. He said the land has been purchased and the previous Council has put it in motion and there's nothing that this Council can do about it. He said all they are trying to do is support the matching funds and this is just half of the matching funds.

Mr. Keenan said the federal government pays for 80% of the project and 20% will come from local funds.

Mr. McFarland noted it seems to him the City will be good and again he thinks everybody would feel better if the City just be transparent it's too late to reverse things. He said it put a lot of pressure on him as a Councilman because people will leave here thinking the Council have the power to reverse that issue and that's not true.

Mr. Muhammad wanted to how confident is the administration that they will receive this grant.

Mr. Keenan stated historically they get roughly a million, however, other transit agencies in the State are allowed to apply for this grant funding also.

Mayor Ellis noted these programs are all competitive.

Mr. Keenan said they may not get anything but historically they have received a million.

Mr. Muhammad wanted to know if not getting this grant would affect the construction of the terminal.

Mr. Keenan said the construction of the terminal would continue and they would seek additional funds. He said they have some grants on hand that they are speaking to the federal government about.

Mayor Ellis stated each year there is a notice of funding but there are multiple opportunities throughout the year for other funding. He said if this one closes it's not the last opportunity for FTA. He said any grant the City applies for is not guaranteed.

Mr. Muhammad wanted to know if the terminal wasn't moving would they apply the grant to buses.

Mr. Keenan said no the terminal is 40 years old and it has reached it's useful life and they have to replace it.

Mr. Muhammad wanted to know if there is a target date for the new terminal.

Mayor Ellis said he thinks it would be a good idea to sit down with the Council as soon as possible to show them the plans.

Mr. Keenan said he really doesn't know, and they should probably talk to the engineer about that, however, he was told once they begin construction it's 18 months or so.

Mayor Ellis said he thinks as far as competitiveness for this grant the City is fairly strong because the other federal and State funding tied into this. He said anytime there are matching funds tied into this you are more competitive in these applications, but it's never guaranteed.

Mr. Muhammad stated other cities are trying to attract Amtrak and he wanted to know where would the new Amtrak terminal be.

Mayor Ellis said it would be downtown North 4<sup>th</sup> and DeSiard.

Engineering Services:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8839 approving Change Order No. One (1) for the La 15 (Winnsboro Road) Streetscaping Project and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad wanted the City Engineer to explain why there is a change order before the project has kicked off.

Mr. Morgan McCallister, City Engineer, said it is an extension of the assembly period from 30 days to 60 days as a result of electrical equipment with a lead time of 18 weeks.

Ms. Woods thanked Mr. McCallister for the text she received this evening. She said for those listening. For the record, she said work is being done at Renwick and Highway 165 and they had people on site this afternoon. She said she will be driving through tonight to see what that improvement looks like and she very hopeful that they will have lights.

(b) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved to remove a Resolution approving Change No. One (1) for the North 6<sup>th</sup> Street Improvements (Louisville Ave. to Stubbs Ave. ) Project and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and approved to Introduce an Ordinance repealing Ordinance No. 12,192 re-approving an Administrative Reorganization, and further providing with respect thereto. (Mr. Harvey Nay) (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved to Introduce an Ordinance amending Sections 36-20 (Tap Fees) of the City of Monroe Code and further providing with respect thereto. (There were no public comments.)

Ms. Woods said for the purpose of those that might be visiting for the very first time when the Council talk about introduction of ordinances and resolutions they read it into minutes the first meeting and the Council have two weeks to think about it, consider it, and get more information. She said it is brought back to the next meeting, and it would be voted on for final adoption.

(c) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved to Introduce an Ordinance amending Sections 24-7 (Penalties) and 24-8 (Costs) of the City of Monroe Code and further providing with respect thereto. (There were no public comments.)

Mr. Brandon Creekbaum, City Attorney, stated for the tap fees item (b) is the tap water that allows you to connect to the City water and those fees have not been updated since 2006. He said the cost of materials, labor supplies, and all that stuff have gone up exponentially since 2006. He said the proposed increases are contained in the ordinance and he said he believes the residential tap fees for the 3.25 inch is going up about a hundred dollars. He said the residential utility water tap fees for one inch taps is going to go up about the same price. He said the other one is the environmental court fees item (c) and fines. He said the City operate an environmental court where they hear cases about condemnations that come before the Council, and it first started in 2012, and Council did some amendments to those ordinance. He said the Council prescribed a set of fines and fees at that time and they had them broken down into first offenses, second offenses, and possibility of

daily fines. He said some of those fines didn't have a deterred effect in some instances and code enforcement has been asking to increase some of these fees to put some real teeth behind this ordinance to deterred the blight and noxious. For record, he said on the water tap fees the 3.25 inch went from 575 to 690 and the residential utility water tap fees for one inch tap went from 650 to 780.

Ms. Woods wanted to know what size tap are in homes.

Mr. Benton said 3.25 inch tap.

(Mayor Ellis leaves the City Council meeting at 7:15pm)

RESOLUTIONS AND ORDINANCE FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

(a) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Ordinance No. 12,248 authorizing the City of Monroe take corporeal possession of the property described below and sell to Dontarius Thomas, all rights, title, and interest that the City may have acquired to Lot 2, Sq. 1, J.W. Johnston's 2<sup>nd</sup> Addition, Ouachita Parish, 3102 Polk St., District 4, Monroe, La, by Adjudication at Tax Sale Dated July 16, 2002, and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:

(1) Mr. Steve Cheek, 601 K Street, said the cones on 6<sup>th</sup> Street are still there and he received a call from the City Engineer's office which was an interesting conversation. He said apparently the plan is to leave the cones up until the administration has the authority to close one lane of 6<sup>th</sup> Street permanently to vehicular traffic. He said a lot of them don't want that and 6<sup>th</sup> and 5<sup>th</sup> Street are used for a lot of people to get across town. He said they plan to close one lane on 5<sup>th</sup> Street next and it is an inconvenience. He said the City Engineer could not answer a lot of his questions about the traffic study they did which made him wonder whether they really have a valid study. He said they have to come to the City Council to approve funds to restripe the street before they can close it and he asking the Council to please vote against it. He said there is a small group that seem to want it closed and they don't care who they inconvenience in the rest of the City.

(2) Ms. Kenya Roberson, Northeast Black Chamber of Commerce, thanked the Council who will be panelist for the Local Government Luncheon on October 31<sup>st</sup>. She said this is the first time they are doing it, and they had great participation. She noted they are almost sold out and it is a great opportunity to allow the community to hear from them and to see some things they have on their agenda for 2025.

Before the next citizen participation, Ms. Woods stated she sees Mr. Tatum is very passionate and she understands totally. She said they are really pushing for him getting together with Mr. Creekbaum and Mr. Keenan to work on getting this worked out.

(3) Mr. James Tatum, Vice-President Union 1160, stated his only concern are the seniors. He said he see them every day and sees how they struggle to get from point A to point B. He said they ask the simplest questions why they don't have cover, a place to sit, and why the signs are so far from where they live. He said he doesn't understand why the facility was moved and he wanted to know the City has to put such a burden on seniors.

Ms. Woods said she doesn't know why the bus stop and things were moved but she said she will ask the Council to reevaluate. She said she doesn't know he purpose, and she is concerned about that as well.

Mr. Tatum wanted to know why the last Council didn't get on the buses and see for themselves. He wanted to know why not the new Council come out and see as well.

Ms. Woods thanked him for the invite, and she will definitely do that. She said she thinks this is a good place for Mr. Tolliver to start.

Mr. McFarland said he wanted to make sure there no false solution in this matter and there were two of the present Council who won't a part that movement. He said he was trying to make sure it was stated that the horse is out the stable on this matter with the previous Council. He noted they have purchased the property, and they got everything in motion. He said he was trying to make sure they told Mr. Tatum that it is passed the point of reversal. He said there are some things he

definitely would change that the former Council put in motion, but he can't get the fourth vote to override the veto.

Mr. Tatum said when you do it in an agenda they should think the people first. He said it doesn't make any sense for people to sit behind a desk and come up with a plan and don't think about the people they are affecting. He said he is retiring soon, and it hurts him to leave a job and think he didn't do his best to help the seniors.

Ms. Woods said she doesn't think the Council have any control over the new home of transit but some of the movement of where the buses are stopping she think they can go back and revisit. She said putting out covers and benches for people to be in a little better comfort as they are waiting on buses they can work on that.

Mr. Tatum said that is all he is asking especially when there is bad weather.

Mr. Harvey stated he was here when the contract was terminated with the group that had the benches and covering. He said the argument was they were in disrepair and the City would take it over themselves. He said they have not put enough up, and he said the specific action they need is to get a list for Mr. Keenan to work from because he has been responsive about the request he has put into him.

Ms. Woods said Ms. Hill has been helping with that with some of the CDBG money and helping get better bus stops in places to make it a little more comfortable.

Mr. Muhammad wanted to know why the people are not being dropped off under the platform.

Mr. Tatum said he doesn't understand why that move was made and didn't make any sense to him.

There being no further business to come before the council, the meeting was adjourned at 7:34 p.m., upon motion of Mr. Muhammad and it was seconded by Mr. Harvey.

Ms. Juanita G. Woods  
Chairman

Ms. Carolus S. Riley  
Council Clerk

Ms. Ileana Murray  
Staff Secretary

For extended details on the council meeting please call the Council Clerk Monday-Friday at 318-329-2252 to schedule an appointment to listen to the minute recording.



**MEMO**

**DATE:** November 04, 2024

**TO:** CAROLUS RILEY

**FROM:** LEAH ARNOLD

**RE:** CONDEMNATION FOR CITY COUNCIL ON NOVEMBER 12, 2024

Please place the following condemnation on the agenda for the City Council on November 12, 2024.

1. 603 BENTON AVE. (D4) – OWNER- LARRY DAVIS AND LISA WILLIAMS

c: Ellen Hill  
Stacy Newbill  
Angelic Dorsey  
Tommy James  
Jimmie Bryant  
Reginald Burrell  
Brandon Creekbaum

# RESOLUTION

STATE OF LOUISIANA  
CITY OF MONROE

NO. \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION ACCEPTING THE RFQ RESPONSE BY HALFF ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE MONROE REGIONAL AIRPORT OFFSITE DRAINAGE IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Monroe issued a Request for Qualifications (RFQ) from qualified firms to provide engineering services for the Monroe Regional Airport Offsite Drainage Improvements Project; and

**WHEREAS**, Halff Associates, Inc. submitted a response to the RFQ, and the City has determined that the response is responsive to the RFQ and that Halff Associates, Inc. is a responsible provider, possessing the necessary skills, expertise, and judgment to perform the identified services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in its legal and regular session convened, that the RFQ response by Halff Associates, Inc. to engineering services for the Monroe Regional Airport Offsite Drainage Improvements Project, be and at the same is hereby accepted; and

**BE IT FURTHER RESOLVED** that Stacey Rowell, Director of Administration, be and is authorized and empowered to execute a contract with Halff Associates, Inc. on behalf of the City of Monroe for said services.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**RESOLUTION**

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION ACCEPTING THE BASE BID OF AMETHYST CONSTRUCTION, INC. IN THE AMOUNT OF \$3,544,294.95 AND ALTERNATE NO. 1 IN THE AMOUNT OF \$71,250.00, FOR THE DESIARD STREET IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2 PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Desiard Street Improvements (S. Grand St. to N. 6<sup>th</sup> St.) Phase 2 Project;

**WHEREAS**, Amethyst Construction, Inc., was the lowest responsible and responsive bidder with a Base Bid of \$3,544,294.95 and a bid for Alternate No. 1 of \$71,250.00.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in its legal and regular session convened, that the Amethyst Construction, Inc.'s, Base Bid of \$3,544,294.95 and bid for Alternate No. 1 of \$71,250.00 for the Desiard Street Improvements (S. Grand St. to N. 6<sup>th</sup> St.) Phase 2 Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

**BE IT FURTHER RESOLVED** that the City of Monroe shall make designations in accordance with state law for sales tax-exempt purchases on this project; and

**BE IT FURTHER RESOLVED** that an authorized city representative be and is authorized and empowered to execute a contract with Amethyst Construction, Inc., for said project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

October 23, 2024

Mr. Curt Kelly  
Director of Purchasing  
City of Monroe Purchasing Division  
1014 Grammont Street  
Monroe, LA 71201

**RE: 23STR008 DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6<sup>TH</sup> ST.) PHASE 2  
Bid Recommendation**

Dear Mr. Kelly,

The bid opening for the above referenced project occurred on Thursday, October 17, 2024, at the City of Monroe Purchasing Division located at 1014 Grammont Street. The project was bid in accordance with the Louisiana Public Bid Law and the bids have been reviewed for any errors and omissions. The table below provides a summary of the bid results listed in order from lowest to highest bid.

| Bidder                           | Base Bid       | Alternate No. 1 |
|----------------------------------|----------------|-----------------|
| Amethyst Construction, Inc.      | \$3,544,294.95 | \$71,250.00     |
| Bentz Construction Group, L.L.C. | \$5,457,541.96 | \$65,790.00     |

Based on our review and analysis of the submitted bid documents, we recommend that the contract be awarded to the apparent low bidder, Amethyst Construction, Inc., as shown in the table above.

Respectfully,

CSRS



Shaun Sherrow, P.E., PMP



**BID TABULATION: DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2**

| BID TABULATION  |   |                 |          |                             |              |                                  |               |
|---|---|-----------------|----------|-----------------------------|--------------|----------------------------------|---------------|
| Project Name: Desiard Street Improvements (S. Grand St. to N. 6th St.)<br>Phase 2 |   |                 |          |                             |              |                                  |               |
| Project Number: 23STR008  |   |                 |          |                             |              |                                  |               |
| Bid Date: 10/17/2024  |   |                 |          | CONTRACTOR NAME             |              | CONTRACTOR NAME                  |               |
| BASE BID:   |   |                 |          | Amethyst Construction, Inc. |              | Bentz Construction Group, L.L.C. |               |
| ITEM  | DESCRIPTION   | UNIT OF MEASURE | QUANTITY | UNIT PRICE                  | TOTAL PRICE  | UNIT PRICE                       | TOTAL PRICE   |
| 201-01-00100  | Clearing and Grubbing   | ACRE            | 0.8      | \$ 15,000.00                | \$ 11,250.00 | \$ 40,000.00                     | \$ 30,000.00  |
| 202-01-00100  | Removal of Structures and Obstructions                            | LUMP            | 1.0      | \$ 12,500.00                | \$ 12,500.00 | \$ 20,000.00                     | \$ 20,000.00  |
| 202-01-00100  | Removal of Junction Box   | EACH            | 2.0      | \$ 1,600.00                 | \$ 3,200.00  | \$ 1,350.00                      | \$ 2,700.00   |
| 202-02-03030  | Removal of Pavement Structure                                     | SQYD            | 1735.4   | \$ 12.00                    | \$ 20,824.80 | \$ 62.00                         | \$ 107,594.80 |
| 202-02-06060  | Removal of Concrete Catch Basin                                   | EACH            | 13.0     | \$ 1,700.00                 | \$ 22,100.00 | \$ 1,500.00                      | \$ 19,500.00  |
| 202-02-06080  | Removal of Concrete Combination Curb and Gutter                   | LNFT            | 580.6    | \$ 35.00                    | \$ 20,321.00 | \$ 21.00                         | \$ 12,192.60  |
| 202-02-06100  | Removal of Concrete Walks and Drives                              | SQYD            | 2662.0   | \$ 25.00                    | \$ 66,550.00 | \$ 30.00                         | \$ 79,860.00  |
| 202-02-32140  | Removal of Pipe (Storm Drain) (12"-18" VCP)                       | LNFT            | 99.0     | \$ 62.00                    | \$ 6,138.00  | \$ 100.00                        | \$ 9,900.00   |
| 202-02-32140  | Removal of Pipe (Storm Drain) (12"-15" PVC)                       | LNFT            | 34.0     | \$ 62.00                    | \$ 2,108.00  | \$ 100.00                        | \$ 3,400.00   |
| 202-02-32140  | Removal of Pipe (Storm Drain)(18" RCP)                            | LNFT            | 13.0     | \$ 62.00                    | \$ 806.00    | \$ 100.00                        | \$ 1,300.00   |
| 202-02-32100  | Removal of Pipe (Cross Drain)(12"-15" VCP)                        | LNFT            | 93.0     | \$ 62.00                    | \$ 5,766.00  | \$ 100.00                        | \$ 9,300.00   |
| 202-02-32100  | Removal of Pipe (Cross Drain)(12"-15" RCP)                        | LNFT            | 62.0     | \$ 62.00                    | \$ 3,844.00  | \$ 100.00                        | \$ 6,200.00   |
| 202-02-38240  | Removal of Signs and Supports                                     | EACH            | 11.0     | \$ 150.00                   | \$ 1,650.00  | \$ 540.00                        | \$ 5,940.00   |
| 203-08-00100  | Geotextile Fabric   | SQYD            | 334.0    | \$ 2.50                     | \$ 835.00    | \$ 2.00                          | \$ 668.00     |
| 204-02-00100  | Temporary Hay Bales   | EACH            | 168.0    | \$ 30.00                    | \$ 5,040.00  | \$ 15.00                         | \$ 2,520.00   |
| 302-01-00300  | Class II Base Course (Crushed Stone)                              | CUYD            | 182.3    | \$ 170.00                   | \$ 30,991.00 | \$ 150.00                        | \$ 27,345.00  |
| 402-01-00101  | Traffic Maintenance Surfacing (Aggregate) (Vehicular Measurement) | CUYD            | 50.0     | \$ 250.00                   | \$ 12,500.00 | \$ 160.00                        | \$ 8,000.00   |
| 502-01-00100  | Asphalt Concrete  | TON             | 442.3    | \$ 190.00                   | \$ 84,037.00 | \$ 403.00                        | \$ 178,246.90 |

**BID TABULATION: DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2**

| BID TABULATION  |  |                 |          |                             |               |                                  |               |
|---|--|-----------------|----------|-----------------------------|---------------|----------------------------------|---------------|
| Project Name: Desiard Street Improvements (S. Grand St. to N. 6th St.)<br>Phase 2 |  |                 |          |                             |               |                                  |               |
| Project Number: 23STR008  |  |                 |          |                             |               |                                  |               |
| Bid Date: 10/17/2024  |  |                 |          | CONTRACTOR NAME             |               | CONTRACTOR NAME                  |               |
| BASE BID:   |  |                 |          | Amethyst Construction, Inc. |               | Bentz Construction Group, L.L.C. |               |
| ITEM  | DESCRIPTION  | UNIT OF MEASURE | QUANTITY | UNIT PRICE                  | TOTAL PRICE   | UNIT PRICE                       | TOTAL PRICE   |
| 502-01-00200  | Asphalt Concrete, Drives, Turnouts and Miscellaneous | TON             | 148.2    | \$ 190.00                   | \$ 28,158.00  | \$ 585.00                        | \$ 86,697.00  |
| 509-01-00100  | Milling Asphalt Pavement (2")                        | SQYD            | 4919.0   | \$ 7.00                     | \$ 34,433.00  | \$ 17.00                         | \$ 83,623.00  |
| 510-01-00200  | Pavement Patching (12" Minimum Thickness)            | SQYD            | 70.0     | \$ 225.00                   | \$ 15,750.00  | \$ 605.00                        | \$ 42,350.00  |
| 602-10-00100  | Longitudinal Shoulder Joints                         | LNFT            | 3060.0   | \$ 4.00                     | \$ 12,240.00  | \$ 8.00                          | \$ 24,480.00  |
| 701-15-00100  | Concrete Collar                                      | EACH            | 11.0     | \$ 1,800.00                 | \$ 19,800.00  | \$ 2,000.00                      | \$ 22,000.00  |
| 702-03-00700  | Catch Basins (CB-08)                                 | EACH            | 5.0      | \$ 11,750.00                | \$ 58,750.00  | \$ 14,750.00                     | \$ 73,750.00  |
| 702-03-00800  | Catch Basins (CB-09)                                 | EACH            | 15.0     | \$ 6,200.00                 | \$ 93,000.00  | \$ 7,100.00                      | \$ 106,500.00 |
| 702-04-00110  | Convert Manholes to Catch Basins                     | EACH            | 2.0      | \$ 3,250.00                 | \$ 6,500.00   | \$ 6,000.00                      | \$ 12,000.00  |
| 702-04-00100  | Adjusting Manholes                                   | EACH            | 11.0     | \$ 2,450.00                 | \$ 26,950.00  | \$ 2,500.00                      | \$ 27,500.00  |
| 702-04-00200  | Adjusting Catch Basins                               | EACH            | 7.0      | \$ 3,200.00                 | \$ 22,400.00  | \$ 6,000.00                      | \$ 42,000.00  |
| 702-04-00210  | Convert Catch Basins to Manholes                     | EACH            | 4.0      | \$ 2,700.00                 | \$ 10,800.00  | \$ 5,000.00                      | \$ 20,000.00  |
| 702-04-00300  | Adjusting Junction Boxes                             | EACH            | 4.0      | \$ 2,700.00                 | \$ 10,800.00  | \$ 7,000.00                      | \$ 28,000.00  |
| 703-03-00100  | Perforated Pipe Underdrains                          | LNFT            | 232.0    | \$ 48.00                    | \$ 11,136.00  | \$ 55.00                         | \$ 12,760.00  |
| 706-01-00300  | Concrete Walk (6" Thick)                             | SQYD            | 1877.8   | \$ 138.00                   | \$ 259,108.80 | \$ 160.00                        | \$ 300,416.00 |
| 706-02-00200  | Concrete Drive (6" Thick)                            | SQYD            | 117.4    | \$ 150.00                   | \$ 17,610.00  | \$ 147.00                        | \$ 17,257.80  |
| 706-03-00300  | Incidental Concrete Paving (6" Thick)                | SQYD            | 54.5     | \$ 330.00                   | \$ 17,985.00  | \$ 650.00                        | \$ 35,425.00  |
| 706-03-00500  | Incidental Concrete Paving (8" Thick)                | SQYD            | 59.6     | \$ 355.00                   | \$ 21,158.00  | \$ 950.00                        | \$ 56,620.00  |
| 707-03-00100  | Combination Concrete Curb and Gutter                 | LNFT            | 2523.7   | \$ 90.00                    | \$ 227,133.00 | \$ 50.00                         | \$ 126,185.00 |

**BID TABULATION: DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2**

| BID TABULATION  |   |                 |          |                             |               |                                  |              |
|---|---|-----------------|----------|-----------------------------|---------------|----------------------------------|--------------|
| Project Name: Desiard Street Improvements (S. Grand St. to N. 6th St.)<br>Phase 2 |   |                 |          |                             |               |                                  |              |
| Project Number: 23STR008  |   |                 |          |                             |               |                                  |              |
| Bid Date: 10/17/2024  |   |                 |          | CONTRACTOR NAME             |               | CONTRACTOR NAME                  |              |
| BASE BID:   |   |                 |          | Amethyst Construction, Inc. |               | Bentz Construction Group, L.L.C. |              |
| ITEM  | DESCRIPTION   | UNIT OF MEASURE | QUANTITY | UNIT PRICE                  | TOTAL PRICE   | UNIT PRICE                       | TOTAL PRICE  |
| 707-03-00100  | Combination Concrete Curb and Gutter (Modified)                               | LNFT            | 1551.4   | \$ 80.00                    | \$ 124,112.00 | \$ 50.00                         | \$ 77,570.00 |
| 710-01-00100  | Flowable Fill   | CUYD            | 50.0     | \$ 360.00                   | \$ 18,000.00  | \$ 270.00                        | \$ 13,500.00 |
| 713-01-00100  | Temporary Signs and Barricades  | LUMP            | 1.0      | \$ 60,000.00                | \$ 60,000.00  | \$ 10,000.00                     | \$ 10,000.00 |
| 713-02-00300  | Temporary Pavement Markings (8" Width)  | LNFT            | 70.0     | \$ 0.30                     | \$ 21.00      | \$ 0.50                          | \$ 35.00     |
| 713-02-00500  | Temporary Pavement Markings (24" Width)                                       | LNFT            | 414.0    | \$ 0.40                     | \$ 165.60     | \$ 0.50                          | \$ 207.00    |
| 713-03-01000  | Temporary Pavement Markings (Broken Line) (4" Width) (4' Length)              | MILE            | 0.5      | \$ 1,400.00                 | \$ 708.40     | \$ 752.00                        | \$ 380.51    |
| 713-04-01000  | Temporary Pavement Markings (Solid Line) (4" Width)                           | MILE            | 3.2      | \$ 1,100.00                 | \$ 3,511.20   | \$ 1,462.00                      | \$ 4,666.70  |
| 714-01-00700  | Slab Sodding (Centipede)  | SQYD            | 42.0     | \$ 16.00                    | \$ 672.00     | \$ 12.00                         | \$ 504.00    |
| 719-01-02020  | Plants (Tree) (Container) (1-1/2 inch cal) (Crape Myrtle 'Centennial Spirit') | EACH            | 5.0      | \$ 585.00                   | \$ 2,925.00   | \$ 402.00                        | \$ 2,010.00  |
| 719-01-02020  | Plants (Tree) (Container) (1-1/2 inch cal) (Yaupon Holly)                     | EACH            | 13.0     | \$ 585.00                   | \$ 7,605.00   | \$ 439.00                        | \$ 5,707.00  |
| 719-01-02020  | Plants (Tree) (Container) (1-1/2 inch cal) (Bay Laurel)                       | EACH            | 9.0      | \$ 585.00                   | \$ 5,265.00   | \$ 402.00                        | \$ 3,618.00  |
| 719-01-02020  | Plants (Tree) (Container) (1-1/2 inch cal) (Little Gem Magnolia)              | EACH            | 6.0      | \$ 585.00                   | \$ 3,510.00   | \$ 402.00                        | \$ 2,412.00  |
| 719-01-06010  | Plants (Plant) (Container) (6 inch) (Blue Arrows Rush)                        | EACH            | 311.0    | \$ 32.00                    | \$ 9,952.00   | \$ 16.00                         | \$ 4,976.00  |
| 719-01-06010  | Plants (Plant) (Container) (6 inch) (Black-Eyed Susan)                        | EACH            | 1343.0   | \$ 32.00                    | \$ 42,976.00  | \$ 16.00                         | \$ 21,488.00 |
| 719-01-06010  | Plants (Plant) (Container) (6 inch) (Spider Lily)                             | EACH            | 1216.0   | \$ 32.00                    | \$ 38,912.00  | \$ 19.00                         | \$ 23,104.00 |
| 719-01-06020  | Plants (Plant) (Container) (1 gallon) (Blond Ambition Blue Grama Grass)       | EACH            | 361.0    | \$ 43.00                    | \$ 15,523.00  | \$ 18.00                         | \$ 6,498.00  |
| 719-01-06060  | Plants (Plant) (Container) (3 gallon) ('Regal Mist' Pink Muhly Grass)         | EACH            | 98.0     | \$ 63.00                    | \$ 6,174.00   | \$ 9.00                          | \$ 882.00    |
| 719-01-06060  | Plants (Plant) (Container) (3 gallon) (Carissa Holly)                         | EACH            | 80.0     | \$ 63.00                    | \$ 5,040.00   | \$ 21.00                         | \$ 1,680.00  |

**BID TABULATION: DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2**

| BID TABULATION  |   |                 |          |                             |               |                                  |               |
|---|---|-----------------|----------|-----------------------------|---------------|----------------------------------|---------------|
| Project Name: Desiard Street Improvements (S. Grand St. to N. 6th St.)<br>Phase 2 |   |                 |          |                             |               |                                  |               |
| Project Number: 23STR008  |   |                 |          |                             |               |                                  |               |
| Bid Date: 10/17/2024  |   |                 |          | CONTRACTOR NAME             |               | CONTRACTOR NAME                  |               |
| BASE BID:   |   |                 |          | Amethyst Construction, Inc. |               | Bentz Construction Group, L.L.C. |               |
| ITEM  | DESCRIPTION   | UNIT OF MEASURE | QUANTITY | UNIT PRICE                  | TOTAL PRICE   | UNIT PRICE                       | TOTAL PRICE   |
| 719-01-06060  | Plants (Plant) (Container) (3 gallon) (Northern Sea Oats)                 | EACH            | 38.0     | \$ 63.00                    | \$ 2,394.00   | \$ 26.00                         | \$ 988.00     |
| 719-01-06060  | Plants (Plant) (Container) (3 gallon) (Red Switchgrass)                   | EACH            | 78.0     | \$ 63.00                    | \$ 4,914.00   | \$ 26.00                         | \$ 2,028.00   |
| 719-02-00100  | Top Dressing Mulch (3" Depth)   | SQYD            | 911.0    | \$ 20.00                    | \$ 18,220.00  | \$ 19.00                         | \$ 17,309.00  |
| 719-03-00400  | Bed Preparation (12" Depth)   | SQYD            | 911.0    | \$ 20.00                    | \$ 18,220.00  | \$ 18.00                         | \$ 16,398.00  |
| 726-01-00100  | Bedding Material  | CUYD            | 66.6     | \$ 160.00                   | \$ 10,656.00  | \$ 100.00                        | \$ 6,660.00   |
| 727-01-00100  | Mobilization  | LUMP            | 1.0      | \$ 150,000.00               | \$ 150,000.00 | \$ 460,000.00                    | \$ 460,000.00 |
| 729-01-00100  | Sign (Type A)   | SQFT            | 94.6     | \$ 18.00                    | \$ 1,702.80   | \$ 50.00                         | \$ 4,730.00   |
| 729-22-00200  | Square Tubing Post with 2-1/4" Omni-Directional Anchor                    | EACH            | 9.0      | \$ 575.00                   | \$ 5,175.00   | \$ 365.00                        | \$ 3,285.00   |
| 731-02-00100  | Reflectorized Raised Pavement Markers                                     | EACH            | 70.0     | \$ 11.00                    | \$ 770.00     | \$ 14.50                         | \$ 1,015.00   |
| 732-01-02040  | Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)              | LNFT            | 1293.0   | \$ 4.25                     | \$ 5,495.25   | \$ 6.00                          | \$ 7,758.00   |
| 732-01-02080  | Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)             | LNFT            | 177.0    | \$ 21.00                    | \$ 3,717.00   | \$ 30.00                         | \$ 5,310.00   |
| 732-02-02000  | Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil)  | MILE            | 0.897    | \$ 5,250.00                 | \$ 4,709.25   | \$ 7,600.00                      | \$ 6,817.20   |
| 732-03-0200   | Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil) | MILE            | 0.006    | \$ 1,550.00                 | \$ 9.30       | \$ 2,200.00                      | \$ 13.20      |
| 732-04-01080  | Plastic Pavement Legends and Symbols (Arrow - Left Turn)                  | EACH            | 2.000    | \$ 365.00                   | \$ 730.00     | \$ 511.00                        | \$ 1,022.00   |
| 732-04-01100  | Plastic Pavement Legends and Symbols (Arrow - Right Turn)                 | EACH            | 1.000    | \$ 365.00                   | \$ 365.00     | \$ 511.00                        | \$ 511.00     |
| 732-04-02010  | Plastic Pavement Legends and Symbols (Shared Lane)                        | EACH            | 10.000   | \$ 310.00                   | \$ 3,100.00   | \$ 439.00                        | \$ 4,390.00   |
| 732-04-18000  | Plastic Pavement Legends and Symbols (RR Crossing)                        | EACH            | 1.000    | \$ 1,225.00                 | \$ 1,225.00   | \$ 1,755.00                      | \$ 1,755.00   |
| 740-01-00100  | Construction Layout   | LUMP            | 1.0      | \$ 25,000.00                | \$ 25,000.00  | \$ 21,800.00                     | \$ 21,800.00  |

**BID TABULATION: DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2**

| BID TABULATION   |  |                 |          |                             |               |                                  |               |
|--|--|-----------------|----------|-----------------------------|---------------|----------------------------------|---------------|
| Project Name: Desiard Street Improvements (S. Grand St.to N. 6th St.)<br>Phase 2 |  |                 |          |                             |               |                                  |               |
| Project Number: 23STR008   |  |                 |          |                             |               |                                  |               |
| Bid Date: 10/17/2024   |  |                 |          | CONTRACTOR NAME             |               | CONTRACTOR NAME                  |               |
| BASE BID:  |  |                 |          | Amethyst Construction, Inc. |               | Bentz Construction Group, L.L.C. |               |
| ITEM   | DESCRIPTION                              | UNIT OF MEASURE | QUANTITY | UNIT PRICE                  | TOTAL PRICE   | UNIT PRICE                       | TOTAL PRICE   |
| 741-35-00100   | Adjust Valve or Meter Box                | EACH            | 33.0     | \$ 465.00                   | \$ 15,345.00  | \$ 885.00                        | \$ 29,205.00  |
| NS-500-00340   | Saw Cutting Asphalt Concrete Pavement    | LNFT            | 37679.0  | \$ 0.95                     | \$ 35,795.05  | \$ 3.75                          | \$ 141,296.25 |
| NS-700-00100   | Trench Drains                            | EACH            | 8.0      | \$ 6,000.00                 | \$ 48,000.00  | \$ 6,500.00                      | \$ 52,000.00  |
| TS-601-00100   | Concrete Paver Crosswalk                 | SQYD            | 400.7    | \$ 420.00                   | \$ 168,294.00 | \$ 725.00                        | \$ 290,507.50 |
| TS-700-00020   | Benches                                  | EACH            | 17.0     | \$ 2,200.00                 | \$ 37,400.00  | \$ 3,200.00                      | \$ 54,400.00  |
| TS-700-00030   | Trash Receptacle                         | EACH            | 10.0     | \$ 2,600.00                 | \$ 26,000.00  | \$ 3,775.00                      | \$ 37,750.00  |
| TS-700-00040   | Bike Rack                                | EACH            | 7.0      | \$ 800.00                   | \$ 5,600.00   | \$ 1,450.00                      | \$ 10,150.00  |
| TS-700-00050   | Planters                                 | EACH            | 35.0     | \$ 1,650.00                 | \$ 57,750.00  | \$ 2,560.00                      | \$ 89,600.00  |
| TS-700-00060   | Bollards (Removable)                     | EACH            | 4.0      | \$ 2,300.00                 | \$ 9,200.00   | \$ 1,960.00                      | \$ 7,840.00   |
| TS-701-00101   | Cross Drain Pipe (12" HPPP)              | LNFT            | 107.0    | \$ 285.00                   | \$ 30,495.00  | \$ 136.00                        | \$ 14,552.00  |
| TS-701-00102   | Cross Drain Pipe (15" HPPP)              | LNFT            | 106.0    | \$ 235.00                   | \$ 24,910.00  | \$ 136.00                        | \$ 14,416.00  |
| TS-701-00201   | Cross Drain Pipe (12" HPPP)              | LNFT            | 257.0    | \$ 225.00                   | \$ 57,825.00  | \$ 121.00                        | \$ 31,097.00  |
| TS-701-00202   | Storm Drain Pipe (15" HPPP)              | LNFT            | 18.0     | \$ 230.00                   | \$ 4,140.00   | \$ 136.00                        | \$ 2,448.00   |
| TS-702-37004   | Manhole Ring and Cover with Sewer Sentry | EACH            | 3.0      | \$ 1,300.00                 | \$ 3,900.00   | \$ 5,300.00                      | \$ 15,900.00  |
| TS-706-03001   | Concrete Pavers                          | SQYD            | 371.5    | \$ 140.00                   | \$ 52,010.00  | \$ 205.00                        | \$ 76,157.50  |
| TS-706-00110   | Curb Ramps (Custom) (Concrete Paver)     | SQYD            | 317.0    | \$ 340.00                   | \$ 107,780.00 | \$ 1,805.00                      | \$ 572,185.00 |
| TS-707-00312   | Concrete Curb Cut with Wheel Guard       | EACH            | 8.0      | \$ 475.00                   | \$ 3,800.00   | \$ 1,805.00                      | \$ 14,440.00  |
| TS-719-00030   | Landscape Rock (3" - 5" Diameter)        | CUYD            | 1.1      | \$ 365.00                   | \$ 401.50     | \$ 1,338.00                      | \$ 1,471.80   |

**BID TABULATION: DESIARD ST IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PHASE 2**

| BID TABULATION  |                                    |                 |          |                             |                        |                                  |                        |
|---|------------------------------------|-----------------|----------|-----------------------------|------------------------|----------------------------------|------------------------|
| Project Name: Desiard Street Improvements (S. Grand St. to N. 6th St.)<br>Phase 2 |                                    |                 |          |                             |                        |                                  |                        |
| Project Number: 23STR008  |                                    |                 |          |                             |                        |                                  |                        |
| Bid Date: 10/17/2024  |                                    |                 |          | CONTRACTOR NAME             |                        | CONTRACTOR NAME                  |                        |
| BASE BID:   |                                    |                 |          | Amethyst Construction, Inc. |                        | Bentz Construction Group, L.L.C. |                        |
| ITEM  | DESCRIPTION                        | UNIT OF MEASURE | QUANTITY | UNIT PRICE                  | TOTAL PRICE            | UNIT PRICE                       | TOTAL PRICE            |
| TS-719-00050  | Irrigation System                  | LUMP            | 1.0      | \$ 45,000.00                | \$ 45,000.00           | \$ 47,000.00                     | \$ 47,000.00           |
| TS-719-02051  | Bio-Swale Mix                      | CUYD            | 51.5     | \$ 145.00                   | \$ 7,467.50            | \$ 280.00                        | \$ 14,420.00           |
| TS-736-00100  | Repainting Traffic Signal Poles    | EACH            | 7.0      | \$ 6,200.00                 | \$ 43,400.00           | \$ 2,925.00                      | \$ 20,475.00           |
| TS-742-60000  | Sanitary Sewer Clean-out           | EACH            | 3.0      | \$ 365.00                   | \$ 1,095.00            | \$ 935.00                        | \$ 2,805.00            |
| TS-742-80104  | Stone Backfill #57                 | CUYD            | 25.7     | \$ 235.00                   | \$ 6,039.50            | \$ 176.00                        | \$ 4,523.20            |
| TS-822-00100  | Lighting System                    | LUMP            | 1.0      | \$ 720,000.00               | \$ 720,000.00          | \$ 1,302,644.00                  | \$ 1,302,644.00        |
| TS-COM-00000  | Owner Contingency Base Bid         | DOL             | 227000.0 | \$ 1.00                     | \$ 227,000.00          | \$ 1.00                          | \$ 227,000.00          |
| <b>Base Bid</b>   | <b>TOTALS:</b>                     |                 |          |                             | <b>\$ 3,544,294.95</b> |                                  | <b>\$ 5,457,541.96</b> |
| TS-701-00112  | CIPP Liner (12")                   | LNFT            | 33.0     | \$ 215.00                   | \$ 7,095.00            | \$ 186.00                        | \$ 6,138.00            |
| TS-701-00118  | CIPP Liner (18")                   | LNFT            | 237.0    | \$ 265.00                   | \$ 62,805.00           | \$ 246.00                        | \$ 58,302.00           |
| TS-COM-00001  | Owner Contingency Alternate No. 1, | DOL             | 1350.0   | \$ 1.00                     | \$ 1,350.00            | \$ 1.00                          | \$ 1,350.00            |
| <b>Alternate No. 1</b>  | <b>TOTALS:</b>                     |                 |          |                             | <b>\$ 71,250.00</b>    |                                  | <b>\$ 65,790.00</b>    |

**RESOLUTION**

STATE OF LOUISIANA  
CITY OF MONROE

NO. \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION ACCEPTING THE BASE BID OF AMETHYST CONSTRUCTION, INC. IN THE AMOUNT OF \$804,646.30 FOR THE BARBADOS & WEST DEBORAH DRIVE DRAINAGE IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Barbados & West Deborah Drive Drainage Improvements Project;

**WHEREAS**, Amethyst Construction, Inc., was the lowest responsible and responsive bidder with a Base Bid of \$804,646.30.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in its legal and regular session convened, that the Amethyst Construction, Inc.'s, Base Bid of \$804,646.30 for the Barbados & West Deborah Drive Drainage Improvements Project, be and hereby accepted as the lowest responsible and responsive bid received;

**BE IT FURTHER RESOLVED** that the City of Monroe shall make designations in accordance with state law for sales tax-exempt purchases on this project; and

**BE IT FURTHER RESOLVED** that an authorized city representative be and is authorized and empowered to execute a contract with Amethyst Construction, Inc., for said project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**



2000 NORTH 7TH STREET  
WEST MONROE, LA 71291  
TEL. 318/387-2710

October 17, 2024

Mr. Morgan McCallister  
City Engineer  
City of Monroe  
802 North 31<sup>st</sup> Street  
Monroe, LA 71201

RE: Award Recommendation & Bid Tabulation  
Barbados & West Deborah Drive Drainage Improvements  
Ouachita Parish, Louisiana  
L & A, Inc. Project No. 21E057.12

Dear Mr. McCallister:

I have attached a letter and a bid tabulation for the above referenced project. I also sent hard copies to your office for your records.

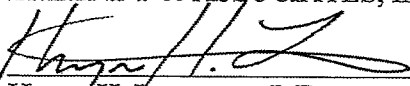
Bids were received until 1:45 P.M. and opened at 2:30 P.M. on October 17, 2024, at the Purchasing Division office. Three (3) bids were received by your personnel. The total base bids are summarized as follows:

1. Amethyst Construction, Inc. – Total Base Bid of \$804,646.30
2. Bentz Construction Group, LLC – Total Base Bid of \$924,676.23
3. Benchmark Construction Group of LA, LLC – Total Base Bid of \$1,266,088.41

We recommend awarding the project to Amethyst Construction, Inc. at the next Monroe City Council Meeting.

Please contact me if you have any questions or if you require any additional information.  
Sincerely,

LAZENBY & ASSOCIATES, INC.

  
\_\_\_\_\_  
Hagan H. Lawrence, P.E.

Enclosure

Copy: Arthur Holland, Project Manager, City of Monroe (w/ enclosure)




**BID TABULATION**  
**Barbados & West Deborah Drive**  
**Drainage Improvements**  
 City of Monroe

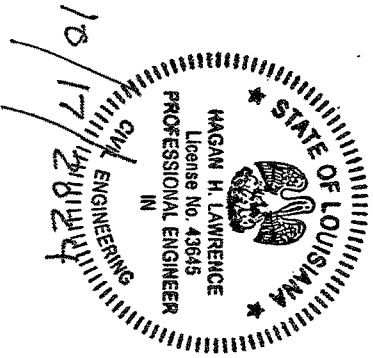
L & A PROJECT NO. 21E057.12  
 October 17, 2024

| ITEM NO.     | ITEM DESCRIPTION   | UNITS    | QUANTITY | Armetyst Construction, Inc. |              | Bentz Construction Group, LLC |              | Benchmark Construction Group of LA, LLC |              | Engineer's Estimate |              |
|--------------|--|----------|----------|-----------------------------|--------------|-------------------------------|--------------|---|--------------|---------------------|--------------|
|              |  |          |          | UNIT PRICE                  | EXTENSION    | UNIT PRICE                    | EXTENSION    | UNIT PRICE                              | EXTENSION    | UNIT PRICE          | EXTENSION    |
| 201-01-00100 | Clearing and Grubbing  | Lump Sum | Lump     | \$9,500.00                  | \$9,500.00   | \$5,000.00                    | \$5,000.00   | \$5,000.00                              | \$5,000.00   | \$25,000.00         | \$25,000.00  |
| 202-01-00100 | Removal of Structures and Obstructions                                   | Lump Sum | Lump     | \$35,000.00                 | \$35,000.00  | \$71,000.00                   | \$71,000.00  | \$10,000.00                             | \$10,000.00  | \$100,000.00        | \$100,000.00 |
| 202-02-06100 | Removal of Concrete Walks and Drives                                     | Sq. Yd.  | 341.1    | \$19.00                     | \$6,480.90   | \$34.00                       | \$11,597.40  | \$58.50                                 | \$19,954.35  | \$32.50             | \$11,085.75  |
| 203-05-00100 | Excavation and Embankment  | Lump Sum | Lump     | \$14,000.00                 | \$14,000.00  | \$12,000.00                   | \$12,000.00  | \$110,000.00                            | \$110,000.00 | \$25,000.00         | \$25,000.00  |
| 302-02-06020 | Class II Base Course (6" Thick) (Crushed Stone of Recycled PCC)          | Sq. Yd.  | 1222.2   | \$24.00                     | \$29,332.80  | \$47.00                       | \$57,443.40  | \$90.00                                 | \$109,998.00 | \$60.00             | \$73,332.00  |
| 402-01-00100 | Traffic Maintenance Aggregate (Vehicular Measurement)                    | Sq. Yd.  | 317.4    | \$125.00                    | \$39,675.00  | \$85.00                       | \$26,978.00  | \$41.00                                 | \$13,013.40  | \$125.00            | \$39,675.00  |
| 602-05-01040 | Full Depth Patching of Jointed Concrete Pavement (All Sizes) (6" Thick)  | Sq. Yd.  | 1076.9   | \$150.00                    | \$161,535.00 | \$182.00                      | \$195,995.80 | \$118.50                                | \$127,612.65 | \$250.00            | \$269,225.00 |
| 701-03-01040 | Storm Drain Pipe (24" C/P/P/D/W) (Including Backfill)                    | Ln. Ft.  | 52       | \$280.00                    | \$14,560.00  | \$150.00                      | \$7,800.00   | \$400.00                                | \$20,800.00  | \$225.00            | \$11,700.00  |
| 701-03-01080 | Storm Drain Pipe (36" C/P/P/D/W) (Including Backfill)                    | Ln. Ft.  | 218      | \$350.00                    | \$76,300.00  | \$170.00                      | \$37,060.00  | \$500.00                                | \$108,000.00 | \$300.00            | \$65,400.00  |
| 701-03-01100 | Storm Drain Pipe (48" C/P/P/D/W) (Including Backfill)                    | Ln. Ft.  | 342      | \$425.00                    | \$145,350.00 | \$250.00                      | \$86,500.00  | \$600.00                                | \$205,200.00 | \$350.00            | \$119,700.00 |
| 702-02-00100 | Manhole (MH-08)  | Each     | 1        | \$5,500.00                  | \$5,500.00   | \$5,500.00                    | \$5,500.00   | \$10,000.00                             | \$10,000.00  | \$10,000.00         | \$10,000.00  |
| 702-03-00500 | Catch Basins (CB-05)   | Each     | 2        | \$5,800.00                  | \$11,600.00  | \$6,000.00                    | \$12,000.00  | \$10,000.00                             | \$20,000.00  | \$15,000.00         | \$30,000.00  |
| 702-03-00700 | Catch Basins (CB-08)   | Each     | 4        | \$12,000.00                 | \$48,000.00  | \$8,000.00                    | \$32,000.00  | \$10,000.00                             | \$40,000.00  | \$19,000.00         | \$76,000.00  |
| 706-02-00200 | Concrete Drive (6" Thick)  | Sq. Yd.  | 240.8    | \$55.00                     | \$13,243.60  | \$85.00                       | \$20,468.00  | \$50.00                                 | \$12,040.00  | \$125.00            | \$30,112.50  |
| 706-02-00400 | Concrete Drive (10" Thick)   | Sq. Yd.  | 100.2    | \$182.00                    | \$18,236.40  | \$150.00                      | \$15,030.00  | \$100.00                                | \$10,020.00  | \$170.00            | \$17,034.00  |
| 707-01-00100 | Concrete Curb  | Ln. Ft.  | 600      | \$12.00                     | \$7,200.00   | \$40.00                       | \$24,000.00  | \$50.00                                 | \$30,000.00  | \$45.00             | \$27,000.00  |
| 713-01-00100 | Temporary Signs and Barricades   | Lump Sum | Lump     | \$7,500.00                  | \$7,500.00   | \$3,000.00                    | \$3,000.00   | \$25,000.00                             | \$25,000.00  | \$20,000.00         | \$20,000.00  |
| 714-01-00700 | Slab Sodding (Cantipede)   | Sq. Yd.  | 680      | \$8.50                      | \$5,780.00   | \$8.00                        | \$5,440.00   | \$15.00                                 | \$10,200.00  | \$20.00             | \$13,600.00  |
| 726-01-00100 | Bedding Material   | Cu. Yd.  | 175.9    | \$135.00                    | \$23,746.50  | \$175.00                      | \$30,782.50  | \$81.12                                 | \$14,269.01  | \$120.00            | \$21,108.00  |
| 727-01-00100 | Mobilization   | Lump Sum | Lump     | \$10,000.00                 | \$10,000.00  | \$6,000.00                    | \$6,000.00   | \$90,000.00                             | \$90,000.00  | \$70,000.00         | \$70,000.00  |
| 731-02-00100 | Recolorized Raised Pavement Markers                                      | Each     | 11       | \$16.00                     | \$176.00     | \$22.00                       | \$242.00     | \$182.00                                | \$2,002.00   | \$10.00             | \$110.00     |
| 732-01-01040 | Plastic Pavement Striping (3" Width) (Thermoplastic 90 MIL)              | Ln. Ft.  | 30       | \$26.00                     | \$780.00     | \$36.00                       | \$1,080.00   | \$165.00                                | \$4,950.00   | \$20.00             | \$600.00     |
| 732-01-01080 | Plastic Pavement Striping (24" Width) (Thermoplastic 125 MIL)            | Ln. Ft.  | 36       | \$5,300.00                  | \$1,908.00   | \$7,522.00                    | \$2,707.92   | \$225.00                                | \$8,100.00   | \$35.00             | \$1,260.00   |
| 732-02-02000 | Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 MIL) | Ln. Ft.  | 0.574    | \$3,350.00                  | \$1,912.78   | \$3,350.00                    | \$1,912.78   | \$38,500.00                             | \$22,099.00  | \$12,750.00         | \$7,318.50   |
| 740-01-00100 | Construction Layout  | Lump Sum | Lump     | \$5,000.00                  | \$5,000.00   | \$15,000.00                   | \$15,000.00  | \$12,500.00                             | \$12,500.00  | \$5,000.00          | \$5,000.00   |
| S-001        | Final Clean-up and Erosion Control                                       | Lump Sum | Lump     | \$5,000.00                  | \$5,000.00   | \$15,000.00                   | \$15,000.00  | \$20,000.00                             | \$20,000.00  | \$25,000.00         | \$25,000.00  |
| S-002        | Remove/Replace Brick Mailbox   | Each     | 1        | \$325.00                    | \$325.00     | \$325.00                      | \$325.00     | \$1,000.00                              | \$1,000.00   | \$500.00            | \$500.00     |
| S-003        | Remove/Replace Brick Mailbox   | Each     | 1        | \$750.00                    | \$750.00     | \$325.00                      | \$325.00     | \$1,000.00                              | \$1,000.00   | \$2,500.00          | \$2,500.00   |
| S-004        | Project Sign   | Each     | 1        | \$1.00                      | \$1.00       | \$650.00                      | \$650.00     | \$2,500.00                              | \$2,500.00   | \$1,000.00          | \$1,000.00   |
| S-005        | Decorative Treated Wood Fence (6' Height) (Including 5" Wide Gate)       | Lump Sum | Lump     | \$6,700.00                  | \$6,700.00   | \$4,545.00                    | \$4,545.00   | \$8,500.00                              | \$8,500.00   | \$10,000.00         | \$10,000.00  |
| S-006        | Remove and Replace Brick Pavers  | Lump Sum | Lump     | \$1,500.00                  | \$1,500.00   | \$1,346.00                    | \$1,346.00   | \$10,000.00                             | \$10,000.00  | \$10,000.00         | \$10,000.00  |
| S-007        | 8" PVC, C900 Water Main (Open Cut)                                       | Ln. Ft.  | 545      | \$65.00                     | \$35,425.00  | \$97.00                       | \$52,865.00  | \$85.00                                 | \$46,325.00  | \$40.00             | \$21,800.00  |
| S-008        | 8" HDPE (SDR 11) Water Main (Directional Bore)                           | Ln. Ft.  | 90       | \$185.00                    | \$16,650.00  | \$108.00                      | \$9,720.00   | \$150.00                                | \$13,500.00  | \$125.00            | \$11,250.00  |
| S-009        | 8" Gate Valve  | Each     | 5        | \$2,500.00                  | \$12,500.00  | \$3,546.00                    | \$17,730.00  | \$6,000.00                              | \$30,000.00  | \$5,000.00          | \$25,000.00  |

| ITEM NO.            | ITEM DESCRIPTION                    | UNITS    | QUANTITY | Amethyst Construction, Inc. |              | Bentz Construction Group, LLC |              | Benchmark Construction Group of LA, LLC |                | Engineer's Estimate |                |
|---------------------|-------------------------------------|----------|----------|-----------------------------|--------------|-------------------------------|--------------|---|----------------|---------------------|----------------|
|                     |                                     |          |          | UNIT PRICE                  | EXTENSION    | UNIT PRICE                    | EXTENSION    | UNIT PRICE                              | EXTENSION      | UNIT PRICE          | EXTENSION      |
| S-010               | Tie-Ins                             | Each     | 5        | \$2,400.00                  | \$12,000.00  | \$5,045.00                    | \$25,225.00  | \$9,000.00                              | \$45,000.00    | \$5,000.00          | \$25,000.00    |
| S-011               | Fire Hydrant Valve Assembly         | Each     | 2        | \$6,100.00                  | \$12,200.00  | \$11,000.00                   | \$22,000.00  | \$10,000.00                             | \$20,000.00    | \$6,000.00          | \$12,000.00    |
| S-012               | 1" HDPE Service Tubing              | Lin. Ft. | 50       | \$58.00                     | \$2,900.00   | \$57.00                       | \$2,850.00   | \$50.00                                 | \$2,500.00     | \$15.00             | \$750.00       |
| S-013               | 2" HDPE Service Tubing              | Lin. Ft. | 30       | \$55.00                     | \$1,650.00   | \$57.00                       | \$1,710.00   | \$100.00                                | \$3,000.00     | \$30.00             | \$900.00       |
| S-014               | Service Assembly                    | Each     | 1        | \$1,300.00                  | \$1,300.00   | \$1,725.00                    | \$1,725.00   | \$9,000.00                              | \$9,000.00     | \$5,000.00          | \$5,000.00     |
| S-015               | Reconnect Existing Service Assembly | Each     | 5        | \$30.00                     | \$150.00     | \$840.00                      | \$4,200.00   | \$2,000.00                              | \$10,000.00    | \$2,500.00          | \$12,500.00    |
| Actual Total Bid:   |                                     |          |          |                             | \$804,646.30 |                               | \$924,676.23 |   | \$1,266,088.41 |                     | \$1,233,080.75 |
| Total Bid Tendered: |                                     |          |          |                             |              |                               |              |   |                |                     |                |

EVALUATED AND CERTIFIED CORRECT BY:

  
Hagan H. Lawrence, P.E.  
October 17, 2024



# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPOINTING \_\_\_\_\_ TO THE BOARD OF COMMISSIONERS FOR THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT.**

**WHEREAS**, La. R.S. 33:2740.49 requires the Monroe City Council to appoint three members to the Board of Commissioners of the Downtown Economic Development District from a list of nominees submitted by the by the three largest assessed property owners within the district, and at least one appointment must be made from each of the three largest assessed property owners;

**WHEREAS**, St. Francis Medical Center is one of the three largest assessed property owners within the District;

**WHEREAS**, the Monroe City Council previously appointed Jason Saucer (Res. No. 7140) from a list supplied by St. Francis , and his term has expired;

**WHEREAS**, St. Francis has submitted a list of potential nominees to the Monroe City Council to fill the vacancy; and

**WHEREAS**, the Monroe City Council desires to appoint \_\_\_\_\_, a qualified elector of Ouachita Parish whose principal place of business (St. Francis) is located within the District, to the Board of Commissioners of the Downtown Economic Development District for a three-year term beginning on November 13, 2024, and ending on November 12, 2027.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that \_\_\_\_\_ be, and is hereby, appointed as a member of the Board of Commissioners of the Downtown Economic Development District for a three-year term beginning on November 13, 2024, and ending on November 12, 2027.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of November 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**



October 25, 2024

Dear Larry;

This letter is to inform you that St. Francis would like to recommend the following two people to be considered to fill the board position that I recently vacated. Sean Christian and Kevin Sale are the two St. Francis employees that could represent our organization on the DEDD board:

Sean Christian, Sr. Director of Facilities, is well versed in what is happening downtown and throughout our city and how economic development including what we are doing at St. Francis is critical for our stability over time. He is originally from here and I know would bring great value to the DEDD.

Kevin Sale, Chief Operating Officer, just moved here and may need a little more time to get the lay of the land and the understanding of the overall mission and plan we as a community have for the downtown area.

Should you have any questions, please call me to discuss further. I can be reached at 318-966-7732. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Aimée Kane".

Aimée Kane  
Regional VP of Mission Integration & Formation (Monroe/Jackson)

**RESOLUTION**

**STATE OF LOUISIANA**

**NO.** \_\_\_\_\_

**CITY OF MONROE**

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPOINTING \_\_\_\_\_ AND \_\_\_\_\_ TO THE BOARD OF COMMISSIONERS FOR THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT.**

---

**WHEREAS**, La. R.S. 33:2740.49 requires the Monroe City Council to appoint two members to the Board of Commissioners of the Downtown Economic Development District from a list of nominees submitted by the Monroe Chamber of Commerce;

**WHEREAS**, the Monroe City Council previously appointed Aimee Kane (Res. No. 7914) and Doug Walters (Res. No. 5667) from lists supplied by the Monroe Chamber of Commerce, and the terms of those members have expired;

**WHEREAS**, the Monroe Chamber of Commerce has submitted a list of potential nominees to the Monroe City Council to fill the vacancies on Board; and

**WHEREAS**, the Monroe City Council desires to appoint \_\_\_\_\_ and \_\_\_\_\_, qualified electors of Ouachita Parish, to the Board of Commissioners of the Downtown Economic Development District for a three-year term beginning on November 13, 2024, and ending on November 12, 2027.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that \_\_\_\_\_ and \_\_\_\_\_, be, and are hereby, appointed as members of the Board of Commissioners of the Downtown Economic Development District for a three-year term beginning on November 13, 2024, and ending on November 12, 2027.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of November 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**MONROE CHAMBER OF COMMERCE**  
**LIST OF NOMINEES**

1. Stalanda Butcher
2. Melissa Saye
3. Andy Eaton
4. Chris Pittard



**CITY OF MONROE**

**TAXATION & REVENUE**

*City of Monroe, Louisiana*  
**MAYOR- COUNCIL GOVERNMENT**

**MEMO**

**To:** *Carolus Riley*  
*City Council*

**From:** *Tim Lewis*  
*Director of Tax & Revenue*

**Re:** *Alcohol Renewals (For November 12, 2024, Meeting)*

**Date:** *November 1, 2024*

---

**CLASS A - \$500 RESTAURANTS (LIQUOR)**

**CLASS B - \$500 CONVENIENT STORES (LIQUOR)**

**CLASS C - \$75 (BEER ONLY)**

**CLASS D - \$60 (BEER - OFF PREMISES)**

**CLASS E - \$500 PRIVATE CLUBS**

**CLASS G - \$500 WHOLESALE (LIQUOR ONLY)**

**CLASS H - \$100 WHOLESALE (BEER ONLY)**

---

***RENEWAL ALCOHOL LICENSE***

***Class A (25)***

- 1. Bayou Bowl -100 Horseshoe Lake Rd., Owner- Lauren L. Cusimano*
- 2. Sal's Saloon -3221 Louisville Ave., Owner- Salvadore Petito*
- 3. Vibe Lounge -705 Desiard St., Owner- Rosanna Williams*
- 4. Sip N Chill Daiquri -1314 Sterlington Rd., Owner- Kura Sama LLC*
- 5. Khan Mongolian Grill -608 Sterlington Rd., Owner- Huazhen Chen*
- 6. Smoker's Express #11 -3405 Desiard St., Owner- Jaswinder Singh Ghotra*
- 7. Aperro -2252 Tower Drive Ste 107, Owner- Aperro LLC*
- 8. Athena Restaurant -1530 Sterlington Road Ste A, Owner- Imad & Rasha Jaber*
- 9. True Releaf Lounge and Patio -609 N 4<sup>TH</sup> St., Owner- Markus Bosley*
- 10. Avocado's -905 N 18<sup>th</sup> St., Owner- Avocado's LLC*

11. Azteca Grill -3610 Desiard St., Owner- Azteca Grill INC
12. El Azteca -4075 Sterlington Rd., Owner- El Azteca LLC
13. Taste of India -1809 Roselawn Ave., Owner- Pratap Thota
14. Enoch's Pub & Grill -507 Louisville Ave., Owner- John C. Jeter Sr
15. Applebee's -4911 Pecanland Mall Dr., Owner- Apple Arkansas INC
16. Delta Biscuit Company -2252 Tower Drive Ste 101, Owner- Delta Biscuit Company LLC
17. El Paso -3211 Sterlington Rd., Owner- Ruben Chavez
18. Whittney's Entertainment Multipurpose Center -302 Apple St., Owner- Raymond Whitley
19. Monroe Civic Center -401 Lea Joyner Memorial Expressway, Owner- City of Monroe
20. Genusa's -815 Park Ave., Owner- Genusa's Italian Restaurant LLC
21. Parish Restaurant -318 n 2<sup>nd</sup> St., Owner- Oliver Bahr
22. Red Lobster -4601 Pecanland Mall Dr., Owner- Red Lobster Restaurants LLC
23. The Mighty Crab -4101 Pecanland Mall Dr., Owner- Zhengquan Zhang
24. Geno's -705 N 8<sup>th</sup> St., Owner- Frank Bruscato
25. Kravins Restaurant -705 Winnsboro Rd., Owner- Angelique Drew Connor

**Class B (26)**

1. The Oasis -3408 Desiard St., Owner- Quarles Enterprises INC
2. LLL Stop N Shop INC -820 Martin Luther King, Owner- Luisa T. Macabanti
3. Now Save #9 -1501 Sterlington Rd., Owner- Now Save #9 LLC
4. Now Save #14 -1511 Texas Ave., Owner- Dilkar INC
5. Walgreens #17055 -2323 Forsythe Ave., Owner- Walgreen Louisiana Co., INC
6. Now Save #3 -1213 Winnsboro Rd., Owner- Sinar INC
7. Now Save #21 -21 Louisville Ave., Owner- Vikram Vijay LLC
8. Sam's Club -5400 Frontage Rd., Owner- Sam's East INC
9. Walmart #3745 -1840 Mckeen Place, Owner-Walmart Louisiana LLC
10. Walmart #2919 -4430 Desiard St., Owner- Walmart Louisiana LLC
11. Walmart #1193 -2701 Louisville Ave., Owner- Walmart Louisiana LLC
12. Family Stop & Shop -1403 Orange St., Owner- Lhariri LLC
13. Faststop -565 Martin Luther King, Owner K & A Store LLC
14. Friendly Mart and Deli -3700 Jackson St., Owner- Friendly Grocery Store LLC
15. Northside Stores -2422 Desiard St., Owner- Kassim Abdulla
16. Popshelf Store #30251 -4219 Pecanland Mall Dr., Owner- DG Louisiana LLC
17. Circle K#2723455 -1471 Garrett Rd., Owner- Circle K Stores INC
18. Love's Travel Stop #806 -335 Highway 594, Owner- Alyco LLC
19. Now Save #18 -1420 Martin Luther King, Owner- Ace Distributors INC



20. Now Save #5 -1912 Martin Luther King, Owner- Sinar INC
21. Now Save #7 -1800 Forsythe Ave., Owner- Dhaliwal INC
22. Sai-U-Pk-It -5600 Desiard St., Owner- Rajinder Mahajan
23. Super Save #11 -4217 Sterlington Road Ste 1, Owner- Dilbagh Singh
24. University U-Pak-It -912 Sterlington Rd., Owner-John Esswein
25. Thurman's Food Factory -1608 Stubbs Ave., Owner- Thurman B. Dickey
26. Forsythe Travel Plaza -2221 Forsythe Ave., Owner- Sukhwinder Singh

**Class C (1)**

1. Cormier's -1205 Forsythe Ave., Owner- Larry Cormier

**Class D (1)**

1. Delta Mini Mart #5 -2301 Forsythe Ave., Owner- Northeast Louisiana Wholesale Oil & Gas Co., INC

**Class G (1)**

1. Southern Glazer's of La -2930 Commerce Ave., Owner- Southern Glazer's Wine and Spirits of Louisiana LLC

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_

**A RESOLUTION APPROVING CLOSE-OUT CHANGE ORDER NO. TWO (2) FOR THE LEE AVE STREET IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, Change Order No. 2 will decrease the contract amount for the Lee Ave Street Improvements Project by \$198,601.76; and

**WHEREAS**, Change Order No. 2 is attached hereto and made part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 2 for the Lee Ave Street Improvements Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

SMGR0005

|  |  |                        |            |
|--|--|------------------------|------------|
| Louisiana<br>Department of Transportation and Development<br>Change Order Report |  | <b>NO.</b>             | 002        |
|  |  | <b>Date:</b>           | 07/02/2024 |
| <b>S.P. NO.</b>  | H.014348.6                             | <b>F.A.P. NO.</b>      | H014348    |
| <b>Name:</b>   | LEE AVENUE: JACKSON ST - STANDIFER AVE | <b>Primary Parish:</b> | Ouachita   |
|  |  | Category 2 / 2E        |            |
| This change order requires an LADOTD authorizer                                  |  |                        |            |
| This change order requires an LADOTD Area Engineer authorizer                    |  |                        |            |

Scope:

This project (Lee Ave.: Jackson St - Standifer Ave) consists of milling asphalt pavement, drainage structures, asphalt pavement patching, asphalt concrete pavement, and related work in Ouachita Parish.

Purpose:

The purpose of this change order is to provide for item overruns and underruns on the project. This change order will adjust all items of works (as necessary) to the installed amounts as placed on the roadway and verified in the project field books.

Explanation:

This change order is an adjustment of quantities to account for various changes that occurred during construction. A detailed explanation of each item that has a change in the quantity will be provided under each applicable item.

As per the special provisions of the Contract, "Payment for contract items indicated herein will be adjusted to compensate for cost differentials of Performance Graded (PG) asphalt cements, gasoline, and diesel fuel when such costs increase or decrease more than 5 percent from the Department's established base price for these items." The prices of diesel, gasoline, and asphalt cement increased by more than 5 percent of the base price established for this project; therefore, items for asphalt adjustment and fuel adjustment need to be added to the contract.

The project manager, as listed in the contract proposal, has been made aware of the item additions within this change order and the anticipated cost.

No additional contract time will be required as a result of this change order.

The City of Monroe is aware of this change order.

Cost:

This change order will decrease the contract amount by \$198,601.76.

**Project Number H.014348.6**

**202-02-06080 Line Item 0003 = 202-02-06080 Removal of Concrete Combination Curb and Gutter**  
**Funding Category 0001:**

Decrease by 310 LNFT or -39.74%.  
 Actual field measurement of quantity used was less than plan quantity.

**202-02-12020 Line Item 0006 = 202-02-12020 Removal of Fence (Chain Link)**  
**Funding Category 0001:**

Decrease by 136 LNFT to zero or -100%.  
 Due to construction procedures and processes, this item was not necessary.

**402-03-00100 Line Item 0010 = 402-03-00100 Non-Mainline Traffic Maintenance Surfacing (Aggregate) (Vehi**  
**Funding Category 0001:**

Create item for 10.63 CUYD or 100%.  
 This item was inadvertently removed in Change Order No. 1. This corrects the contract quantity to installed quantity.

**510-01-00260 Line Item 0014 = 510-01-00260 Pavement Patching (16 inch Minimum Thickness)**  
**Funding Category 0001:**

Decrease by 100 SQYD or -1.61%.  
 Actual field measurement of quantity used was less than plan quantity.

**701-15-00100 Line Item 0015 = 701-15-00100 Concrete Collar****Funding Category 0001:**

Increase by 1 EACH or 10.00%.

Actual field measurement of quantity used was more than plan quantity.

**702-02-00100 Line Item 0016 = 702-02-00100 Manholes (MH-06)****Funding Category 0001:**

Decrease by 3 EACH to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**702-03-00500 Line Item 0018 = 702-03-00500 Catch Basins (CB-06)****Funding Category 0001:**

Decrease by 5 EACH or -21.74%.

Actual field measurement of quantity used was less than plan quantity.

**702-04-00100 Line Item 0020 = 702-04-00100 Adjusting Manholes****Funding Category 0001:**

Decrease by 4 EACH or -13.79%.

Actual field measurement of quantity used was less than plan quantity.

**705-06-00100 Line Item 0021 = 705-06-00100 Chain Link Fence (4-Foot Height)****Funding Category 0001:**

Decrease by 86 LNFT to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**705-06-00300 Line Item 0022 = 705-06-00300 Chain Link Fence (6-Foot Height)****Funding Category 0001:**

Decrease by 50 LNFT to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**705-08-01000 Line Item 0023 = 705-08-01000 4-Foot Double Gates for Chain Link Fence (4-Foot Height)****Funding Category 0001:**

Decrease by 1 DBGT to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**705-08-02040 Line Item 0024 = 705-08-02040 6-Foot Double Gates for Chain Link Fence (6-Foot Height)****Funding Category 0001:**

Decrease by 1 DBGT to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**706-04-00100 Line Item 0026 = 706-04-00100 Handicapped Curb Ramps (Type 7)****Funding Category 0001:**

Decrease by 1 EACH or -3.85%.

Actual field measurement of quantity used was less than plan quantity.

**707-03-00100 Line Item 0027 = 707-03-00100 Combination Concrete Curb and Gutter****Funding Category 0001:**

Decrease by 376 LNFT or -48.21%.

Actual field measurement of quantity used was less than plan quantity.

**713-02-00300 Line Item 0029 = 713-02-00300 Temporary Pavement Markings (8" Width)****Funding Category 0001:**

Decrease by 292 LNFT or -87.43%.

Actual field measurement of quantity used was less than plan quantity.

**713-02-00500 Line Item 0030 = 713-02-00500 Temporary Pavement Markings (24" Width)****Funding Category 0001:**

Decrease by 2129 LNFT or -84.02%.

Actual field measurement of quantity used was less than plan quantity.

**713-03-02000 Line Item 0031 = 713-03-02000 Temporary Pavement Markings (Broken Line) (4" Width) (10' Le****Funding Category 0001:**

Decrease by 0.046 MILE to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**713-04-01000 Line Item 0032 = 713-04-01000 Temporary Pavement Markings (Solid Line) (4" Width)****Funding Category 0001:**

Decrease by 4.639 MILE or -50.30%.  
Actual field measurement of quantity used was less than plan quantity.

**713-05-00190 Line Item 0033 = 713-05-00190 Temporary Pavement Legends & Symbols (Arrow - Straight)**  
**Funding Category 0001:**  
Decrease by 4 EACH or -50.00%.

**713-05-00300 Line Item 0034 = 713-05-00300 Temporary Pavement Legends & Symbols (ONLY)**  
**Funding Category 0001:**  
Decrease by 8 EACH to zero or -100%.  
Due to construction procedures and processes, this item was not necessary.

**713-05-00500 Line Item 0035 = 713-05-00500 Temporary Pavement Legends & Symbols (SCHOOL CROSSING)**  
**Funding Category 0001:**  
Decrease by 4 EACH to zero or -100%.  
Due to the closure of the school, this item was no longer needed.

**713-06-00100 Line Item 0036 = 713-06-00100 Temporary ReflectORIZED Raised Pavement Markers**  
**Funding Category 0001:**  
Decrease by 546 EACH to zero or -100%.  
Due to construction procedures and processes, this item was not necessary.

**726-01-00100 Line Item 0037 = 726-01-00100 Bedding Material**  
**Funding Category 0001:**  
Decrease by 45.97 CUYD or -56.96%.  
Actual field measurement of quantity used was less than plan quantity.

**732-01-01040 Line Item 0040 = 732-01-01040 Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil)**  
**Funding Category 0001:**  
Decrease by 7 LNFT or -4.19%.  
Actual field measurement of quantity used was less than plan quantity.

**732-01-02080 Line Item 0041 = 732-01-02080 Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)**  
**Funding Category 0001:**  
Decrease by 14 LNFT or -1.10%.  
Actual field measurement of quantity used was less than plan quantity.

**732-02-02000 Line Item 0042 = 732-02-02000 Plastic Pavement Striping (Solid Line) (4" Width) (Thermopla**  
**Funding Category 0001:**  
Increase by 0.191 MILE or 4.14%.  
Actual field measurement of quantity used was more than plan quantity.

**732-03-02040 Line Item 0043 = 732-03-02040 Plastic Pavement Striping (Dotted Line)(8" W)(3' L)(Thermo 9**  
**Funding Category 0001:**  
Decrease by 0.01 MILE or -43.48%.  
Actual field measurement of quantity used was less than plan quantity.

**732-04-19020 Line Item 0047 = 732-04-19020 Plastic Pavement Legends and Symbols (SCHOOL ZONE)**  
**Funding Category 0001:**  
Decrease by 2 EACH to zero or -100%.  
Due to the closure of the school, this item was no longer needed.

**739-01-00100 Line Item 0048 = 739-01-00100 Hydro-Seeding**  
**Funding Category 0001:**  
Decrease by 4.5 ACRE to zero or -100%.  
Due to construction procedures and processes, this item was not necessary.

**741-08-00100 Line Item 0050 = 741-08-00100 Relocating Water Meter**  
**Funding Category 0001:**  
Increase by 3 EACH or 25.00%.  
Actual field measurement of quantity used was more than plan quantity.

**741-11-00100 Line Item 0051 = 741-11-00100 Adjusting Water Valve**  
**Funding Category 0001:**  
Increase by 2 EACH or 12.50%.  
Actual field measurement of quantity used was more than plan quantity.

**TS-742-37000 Line Item 0052 = TS-742-37000 Adjusting Sanitary Sewer Cleanout**

**Funding Category 0001:**

Increase by 7 EACH or 53.85%.

Actual field measurement of quantity used was more than plan quantity.

**CI-999-00010 Line Item 0800 = CI-999-00010 Asphalt Price Adjustment**

**Funding Category 0001:**

Create item for 6564.88 EACH or 100%.

The total asphalt price adjustment due the contractor is -\$6,564.88. The worksheets used to calculate this adjustment are attached to this change order.

**CI-999-00040 Line Item 0801 = CI-999-00040 Fuel Price Adjustment**

**Funding Category 0001:**

Create item for 5181.08 EACH or 100%.

The total fuel price adjustment due the contractor is -\$5,181.08. The worksheets used to calculate this adjustment are attached to this change order.

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

| Item No.<br>Proj. / Line Item No. | Item   | Major Item<br>% of Cont. | Price<br>per Unit | Change   |             | Current<br>Quantity | Revised<br>Quantity | %<br>Change |
|-----------------------------------|--|--------------------------|-------------------|----------|-------------|---------------------|---------------------|-------------|
|                                   |  |                          |                   | Quantity | Amount      |                     |                     |             |
| 202-02-06080<br>H.014348.6 / 0003 | Removal of Concrete<br>Combination Curb and<br>Gutter              | No<br>0.40%              | \$32.00<br>LNFT   | -310.000 | -\$9,920.00 | 780.000             | 470.000             | -39.74%     |
| 202-02-12020<br>H.014348.6 / 0006 | Removal of Fence (Chain<br>Link)                                   | No<br>0.00%              | \$38.00<br>LNFT   | -136.000 | -\$5,168.00 | 136.000             | 0.000               | 100.00%     |
| 402-03-00100<br>H.014348.6 / 0010 | Non-Mainline Traffic<br>Maintenance Surfacing<br>(Aggregate) (Vehi | No<br>0.05%              | \$175.00<br>CUYD  | 10.630   | \$1,860.25  | 0.000               | 10.630              | New         |
| 510-01-00260<br>H.014348.6 / 0014 | Pavement Patching (16 inch<br>Minimum Thickness)                   | Yes<br>31.78%            | \$195.00<br>SQYD  | -100.000 | \$19,500.00 | 6204.430            | 6104.430            | -1.61%      |
| 701-15-00100<br>H.014348.6 / 0015 | Concrete Collar  | No<br>1.70%              | \$5800.00<br>EACH | 1.000    | \$5,800.00  | 10.000              | 11.000              | 10.00%      |
| 702-02-00100<br>H.014348.6 / 0016 | Manholes (MH-06)   | No<br>0.00%              | \$9000.00<br>EACH | -3.000   | \$27,000.00 | 3.000               | 0.000               | 100.00%     |
| 702-03-00500<br>H.014348.6 / 0018 | Catch Basins (CB-06)   | No<br>4.57%              | \$9500.00<br>EACH | -5.000   | \$47,500.00 | 23.000              | 18.000              | -21.74%     |
| 702-04-00100<br>H.014348.6 / 0020 | Adjusting Manholes   | No<br>3.54%              | \$5300.00<br>EACH | -4.000   | \$21,200.00 | 29.000              | 25.000              | -13.79%     |
| 705-06-00100<br>H.014348.6 / 0021 | Chain Link Fence (4-Foot<br>Height)                                | No<br>0.00%              | \$80.00<br>LNFT   | -86.000  | -\$6,880.00 | 86.000              | 0.000               | 100.00%     |
| 705-06-00300<br>H.014348.6 / 0022 | Chain Link Fence (6-Foot<br>Height)                                | No<br>0.00%              | \$110.00<br>LNFT  | -50.000  | -\$5,500.00 | 50.000              | 0.000               | 100.00%     |
|                                   | 4-Foot Double Gates for  |                          |                   |          |             |                     |                     |             |

|                   |   |       |            |          |             |          |          |         |
|-------------------|---|-------|------------|----------|-------------|----------|----------|---------|
| 705-08-01000      | Chain Link Fence (4-Foot Height)                              | No    | \$2750.00  | -1.000   | -\$2,750.00 | 1.000    | 0.000    | 100.00% |
| H.014348.6 / 0023 |   | 0.00% | DBGT       |          |             |          |          |         |
| 705-08-02040      | 6-Foot Double Gates for Chain Link Fence (6-Foot Height)      | No    | \$5700.00  | -1.000   | -\$5,700.00 | 1.000    | 0.000    | 100.00% |
| H.014348.6 / 0024 |   | 0.00% | DBGT       |          |             |          |          |         |
| 706-04-00100      | Handicapped Curb Ramps (Type 7)                               | No    | \$3100.00  | -1.000   | -\$3,100.00 | 26.000   | 25.000   | -3.85%  |
| H.014348.6 / 0026 |   | 2.07% | EACH       |          |             |          |          |         |
| 707-03-00100      | Combination Concrete Curb and Gutter                          | No    | \$55.00    | -376.000 | \$20,680.00 | 780.000  | 404.000  | -48.21% |
| H.014348.6 / 0027 |   | 0.59% | LNFT       |          |             |          |          |         |
| 713-02-00300      | Temporary Pavement Markings (8" Width)                        | No    | \$0.25     | -292.000 | -\$73.00    | 334.000  | 42.000   | -87.43% |
| H.014348.6 / 0029 |   | 0.00% | LNFT       |          |             |          |          |         |
| 713-02-00500      | Temporary Pavement Markings (24" Width)                       | No    | \$0.75     | 2129.000 | -\$1,596.75 | 2534.000 | 405.000  | -84.02% |
| H.014348.6 / 0030 |   | 0.01% | LNFT       |          |             |          |          |         |
| 713-03-02000      | Temporary Pavement Markings (Broken Line) (4" Width) (10' Le  | No    | \$4500.00  | -0.046   | -\$207.00   | 0.046    | 0.000    | 100.00% |
| H.014348.6 / 0031 |   | 0.00% | MILE       |          |             |          |          |         |
| 713-04-01000      | Temporary Pavement Markings (Solid Line) (4" Width)           | No    | \$1200.00  | -4.639   | -\$5,566.80 | 9.222    | 4.583    | -50.30% |
| H.014348.6 / 0032 |   | 0.15% | MILE       |          |             |          |          |         |
| 713-05-00190      | Temporary Pavement Legends & Symbols (Arrow - Straight)       | No    | \$25.00    | -4.000   | -\$100.00   | 8.000    | 4.000    | -50.00% |
| H.014348.6 / 0033 |   | 0.00% | EACH       |          |             |          |          |         |
| 713-05-00300      | Temporary Pavement Legends & Symbols (ONLY)                   | No    | \$25.00    | -8.000   | -\$200.00   | 8.000    | 0.000    | 100.00% |
| H.014348.6 / 0034 |   | 0.00% | EACH       |          |             |          |          |         |
| 713-05-00500      | Temporary Pavement Legends & Symbols (SCHOOL CROSSING)        | No    | \$50.00    | -4.000   | -\$200.00   | 4.000    | 0.000    | 100.00% |
| H.014348.6 / 0035 |   | 0.00% | EACH       |          |             |          |          |         |
| 713-06-00100      | Temporary ReflectORIZED Raised Pavement Markers               | No    | \$8.00     | -546.000 | -\$4,368.00 | 546.000  | 0.000    | 100.00% |
| H.014348.6 / 0036 |   | 0.00% | EACH       |          |             |          |          |         |
| 726-01-00100      | Bedding Material  | No    | \$210.00   | -45.970  | -\$9,653.70 | 80.700   | 34.730   | -56.96% |
| H.014348.6 / 0037 |   | 0.19% | CUYD       |          |             |          |          |         |
| 732-01-01040      | Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil)   | No    | \$7.00     | -7.000   | -\$49.00    | 167.000  | 160.000  | -4.19%  |
| H.014348.6 / 0040 |   | 0.03% | LNFT       |          |             |          |          |         |
| 732-01-02080      | Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil) | No    | \$18.00    | -14.000  | -\$252.00   | 1267.000 | 1253.000 | -1.10%  |
| H.014348.6 / 0041 |   | 0.60% | LNFT       |          |             |          |          |         |
| 732-02-02000      | Plastic Pavement Striping (Solid Line) (4" Width) (Thermopla  | No    | \$5200.00  | 0.191    | \$993.20    | 4.611    | 4.802    | 4.14%   |
| H.014348.6 / 0042 |   | 0.67% | MILE       |          |             |          |          |         |
| 732-03-02040      | Plastic Pavement Striping (Dotted Line)(8" W)(3' L) (Thermo 9 | No    | \$14500.00 | -0.010   | -\$145.00   | 0.023    | 0.013    | -43.48% |
| H.014348.6 / 0043 |   | 0.01% | MILE       |          |             |          |          |         |
| 732-04-19020      | Plastic Pavement Legends and Symbols (SCHOOL ZONE)            | No    | \$1500.00  | -2.000   | -\$3,000.00 | 2.000    | 0.000    | 100.00% |
| H.014348.6 / 0047 |   | 0.00% | EACH       |          |             |          |          |         |
| 739-01-00100      | Hydro-Seeding   | No    | \$3700.00  | -4.500   | \$16,650.00 | 4.500    | 0.000    | 100.00% |
| H.014348.6 / 0048 |   | 0.00% | ACRE       |          |             |          |          |         |

|  |                                   |        |           |          |                                 |        |              |        |
|--|-----------------------------------|--------|-----------|----------|---------------------------------|--------|--------------|--------|
| 741-08-00100                                   | Relocating Water Meter            | No     | \$1750.00 | 3.000    | \$5,250.00                      | 12.000 | 15.000       | 25.00% |
| H.014348.6 / 0050                              |                                   | 0.70%  | EACH      |          |                                 |        |              |        |
| 741-11-00100                                   | Adjusting Water Valve             | No     | \$750.00  | 2.000    | \$1,500.00                      | 16.000 | 18.000       | 12.50% |
| H.014348.6 / 0051                              |                                   | 0.36%  | EACH      |          |                                 |        |              |        |
| TS-742-37000                                   | Adjusting Sanitary Sewer Cleanout | No     | \$2100.00 | 7.000    | \$14,700.00                     | 13.000 | 20.000       | 53.85% |
| H.014348.6 / 0052                              |                                   | 1.12%  | EACH      |          |                                 |        |              |        |
| CI-999-00010                                   | Asphalt Price Adjustment          | No     | \$1.00    | 6564.880 | -\$6,564.88                     | 0.000  | 6564.880     | New    |
| H.014348.6 / 0800                              |                                   | -0.18% | EACH      |          |                                 |        |              |        |
| CI-999-00040                                   | Fuel Price Adjustment             | No     | \$1.00    | 5181.080 | -\$5,181.08                     | 0.000  | 5181.080     | New    |
| H.014348.6 / 0801                              |                                   | -0.14% | EACH      |          |                                 |        |              |        |
| Additional Contract Days Requested <b>None</b> |                                   |        |           |          | Change in Amount of Contract: - |        | \$198,601.76 |        |

Requested By:

Recommended By:

\_\_\_\_\_  
 Ellingburg, James  
 Resident Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
 District Administrator

Date: \_\_\_\_\_

Accepted By:

CITY OF MONROE  
 Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
 DOTD Chief Const. Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Approved:

\_\_\_\_\_  
 Chief Engineer

Date: \_\_\_\_\_

State Project No. H.014348.6  
 Plan Change #002  
 Draft

Original Contract Cost: \$3,745,338.30  
 Total Approved Change Order to date: -\$18,558.13  
 % of Total Approved Cost: 0.495%



# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR THE LOUISIANA PURCHASE EXHIBITION PHASE 1 THE SWAMP PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, Change Order No. 1 will increase the contract amount for the Louisiana Purchase Exhibition Phase 1 The Swamp Project by \$66,148.88 and add 18 additional calendar days to the contract time; and

**WHEREAS**, Change Order No. 1 is attached hereto and made part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened that Change Order No. 1 for the Louisiana Purchase Exhibition Phase 1 The Swamp Project is hereby approved, and Stacey Rowell, Director of Administration, be and is hereby authorized to execute said change order.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**CHANGE ORDER**

No. 1

Dated: 9/10/2024

OWNER'S Contract No.: \_\_\_\_\_

ENGINEER'S Project No.: 215226

Project:

**LOUISIANA PURCHASE EXHIBIT PHASE 1 - THE SWAMP**

CONTRACTOR: WOMACK & SONS CONSTRUCTION GROUP, LLC

Contract For: New Zoo Exhibits Contract Date: October 2, 2023

To: WOMACK & SONS CONSTRUCTION GROUP, LLC  
Contractor

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

CITY OF MONROE  
Owner

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Nature of Changes: Owner-requested additional work - see enclosures

|             |  |                         |
|-------------|--|-------------------------|
| Enclosures: | Dig deterrent, cyclone fence addition, reduce sidewalk 2-27-24 | (Owner request)         |
|             | New Catch Basin 6-18-24  | (Unforeseen Conditions) |
|             | New Gunnite Steps in Ponds 8-02-24                             | (Owner request)         |

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

Contract Price Prior to This Change Order: \$ 2,510,850.00


Net (Increase) Resulting from this Change Order: \$ 66,148.88

Current Contract Price Including this Change Order: \$ 2,576,998.88

|  |            |      |
|--|------------|------|
| Contract Time Prior to This Change Order:          | <u>270</u> | Days |
| Net (Add) Resulting from This Change Order:        | <u>18</u>  | Days |
| Current Contract Time Including This Change Order: | <u>288</u> | Days |

The Above Changes Are Recommended:

**S. E. HUEY CO.**  
Project Engineer

By:   
 \_\_\_\_\_  
 Don R. Arrington, P.E.

Date: September 10, 2024

The above Changes Are Approved As Recommended:

**CITY OF MONROE**  
Owner

By: \_\_\_\_\_

Date: \_\_\_\_\_

The above Changes Are Accepted:

**WOMACK & SONS CONSTRUCTION  
GROUP, LLC**  
Contractor

By: \_\_\_\_\_

Date: \_\_\_\_\_



**WOMACK & SONS**  
CONSTRUCTION GROUP

P. O. Box 653  
Harrisonburg, LA 71340

James Womack  
Chase Womack  
Paige Womack Barbo

Phone: 318-744-5348  
Fax: 318-744-5398

Louisiana Purchase Gardens & Zoo - Louisiana Purchase Exhibit Phase 1 - The Swamp

Louisiana Purchase Gardens & Zoo

Proposed Change Order

Dig Deterrent, Cyclone Fence Addition, Reduce Sidewalk

2/27/2024

| Labor Costs              |      |      |                   |           |        |
|--------------------------|------|------|-------------------|-----------|--------|
| Description              | Days | Rate | Subtotal          | Rate      | Total  |
| Project Manager/QC       | 0    | Days | \$375.00          | Labor-N/A | \$0.00 |
| Administrative Oversight | 0    | Days | \$200.00          | Day       | \$0.00 |
| Clerical                 | 0    | Days | \$128.00          | Day       | \$0.00 |
|                          |      |      | Labor Sub Total   | =         | \$0.00 |
| Social Security Taxes    |      |      | 8.00%             |           | \$0.00 |
| La. Unemployment Taxes   |      |      | 4.00%             |           | \$0.00 |
| Fed. Unemployment Taxes  |      |      | 1.00%             |           | \$0.00 |
| Workers Comp/GI          |      |      | 17.00%            |           | \$0.00 |
| Vacation Pay             |      |      | 2.00%             |           | \$0.00 |
| Holiday Pay              |      |      | 3.00%             |           | \$0.00 |
|                          |      |      | Total Labor Costs | =         | \$0.00 |

| Material Costs                       |     |        |                      |           |            |
|--------------------------------------|-----|--------|----------------------|-----------|------------|
| Description                          | Qty | Unit   | Unit Price           | Total     |            |
| Deduct 98 SF of 4" Thick Sidewalk    |     |        |                      |           |            |
| 3000 PSI Concrete @ 98 SF x 4" Thick |     |        |                      |           |            |
| Sidewalks w/ Thickened Edge - 10%    |     |        |                      |           |            |
| Waste                                | -2  | CY     | \$156.00             | -\$312.00 |            |
| Add Color to Sidewalk Mix at Plant   | -2  | CY     | \$85.00              | -\$170.00 |            |
| 4" Thick Compacted Sand Base - 33%   |     |        |                      |           |            |
| Compaction                           | -2  | CY     | \$22.00              | -\$44.00  |            |
| 600x1.4 WWM - 8'x10' Sheets          | -1  | Sheets | \$65.00              | -\$65.00  |            |
| 2" Mesh Support Chairs               | -25 | EA     | \$1.25               | -\$31.25  |            |
|                                      |     |        | Total Material Costs | =         | (\$622.25) |

| Subcontract Costs                         |     |      |                           |             |             |
|---|-----|------|---------------------------|-------------|-------------|
| Description                               | Qty | Unit | Unit Price                | Total       |             |
| Form, Pour, and Finish 4" Sidewalk Paving | -98 | SF   | \$3.75                    | -\$367.50   |             |
| Furnish and Install Dig Deterrent         | 1   | LS   | \$29,700.00               | \$29,700.00 |             |
| Furnish and Install Cyclone Fence         | 1   | LS   | \$17,800.00               | \$17,800.00 |             |
|   |     |      | Total Subcontractor Costs | =           | \$47,132.50 |

| Equipment Costs |     |          |                       |            |        |
|-----------------|-----|----------|-----------------------|------------|--------|
| Description     | Qty | Duration | Unit                  | Unit Price | Total  |
| N/A             |     |          |                       |            |        |
|                 |     |          | Total Equipment Costs | =          | \$0.00 |

|                              |                    |
|------------------------------|--------------------|
| SubTotal                     | \$46,510.25        |
| Fuel                         | \$0.00             |
| Performance and Payment Bond | \$0.00             |
| 15% Overhead & Profit        | \$6,976.54         |
| <b>Total</b>                 | <b>\$53,486.79</b> |

Total Contract Days Requested 14



**WOMACK & SONS**  
CONSTRUCTION GROUP

P. O. Box 653  
Harrisonburg, LA 71340

James Womack  
Chase Womack  
Paige Womack Barbo

Phone: 318-744-5348  
Fax: 318-744-5398

**Louisiana Purchase Gardens & Zoo**  
Louisiana Purchase Exhibit Phase 1- The Swamp  
Proposed Change Order #2  
New Catch Basin  
6/18/2024

| <b>Labor Costs</b>       |   |      |          |                                       |                   |
|--------------------------|---|------|----------|---------------------------------------|-------------------|
|                          |   |      |          | Labor - 4 Man Crew at Avg. \$22.27/HR |                   |
| Project Manager/QC       | 1 | Days | \$340.00 | Day                                   | \$340.00          |
| Administrative Oversight | 0 | Days | \$300.00 | Day                                   | \$0.00            |
| Clerical                 | 0 | Days | \$126.00 | Day                                   | \$0.00            |
|                          |   |      |          | Labor Sub Total                       | \$1,676.00        |
|                          |   |      |          | Social Security Taxes                 | \$134.08          |
|                          |   |      |          | La. Unemployment Taxes                | \$67.04           |
|                          |   |      |          | Fed. Unemployment Taxes               | \$16.76           |
|                          |   |      |          | Workers Comp/GI                       | \$284.52          |
|                          |   |      |          | Vacation Pay                          | \$33.28           |
|                          |   |      |          | Holiday Pay                           | \$0.28            |
|                          |   |      |          | <b>Total Labor Costs</b>              | <b>\$2,262.60</b> |

| <b>Material Costs</b>  |     |         |            |                             |                   |
|--|-----|---------|------------|-----------------------------|-------------------|
| Description  | Qty | Unit    | Unit Price | Total                       |                   |
| Form Drain Materials<br>Catch Basin  | 1   | LS      | \$1,139.60 | \$1,139.60                  |                   |
| 3000 PSI Concrete @ 700 SF x 4" Thick<br>Sidewalks w/ Thickened Edge - 10% Waste | 9   | CY      | \$156.00   | \$1,404.00                  |                   |
| 4" Thick Compacted Sand Base - 15%<br>Compaction                                 | 9   | CY      | \$22.00    | \$198.00                    |                   |
| 6'x6'x1/4" WWSA - 8'x20' Sheets  | 5   | Sheets  | \$85.00    | \$425.00                    |                   |
| 2" Mesh Support Chairs   | 150 | EA      | \$1.25     | \$187.50                    |                   |
| Expansion Joint - 35' LF of 2" OC per Plane                                      |     |         |            |                             |                   |
| 1/2" x 4" Fiber Expansion Joint Board  | 30  | LF      | \$0.65     | \$19.50                     |                   |
| 1/2" Void Cap  | 30  | LF      | \$0.45     | \$13.50                     |                   |
| 5L-1 Joint Sealant - 29 oz. Tubes  | 5   | Tubes   | \$17.50    | \$87.50                     |                   |
| 1/2" x 1/8" Smooth Dowel at 12" OC   | 20  | EA      | \$2.95     | \$59.00                     |                   |
| 1/2" Dowel Caps  | 20  | EA      | \$0.35     | \$7.00                      |                   |
| Saw-Cut Dummy Joint - Spacing per Plans  |     |         |            |                             |                   |
| Concrete Saw Blade   | 1   | EA      | \$450.00   | \$450.00                    |                   |
| White Pigmented Curing Compound  | 1   | Gallons | \$12.50    | \$12.50                     |                   |
| 2x4x10' @ Straight Edge Forms  | 7   | EA      | \$12.60    | \$88.20                     |                   |
| 2x4x12' @ 30" Long Batters, Stakes, and<br>Kickers                               | 50  | EA      | \$6.58     | \$329.00                    |                   |
| 1x2x36" Kicker Stakes  | 50  | EA      | \$1.25     | \$62.50                     |                   |
| Fasteners and Nails  | 2   | LS      | \$75.00    | \$75.00                     |                   |
|  |     |         |            | <b>Total Material Costs</b> | <b>\$4,451.84</b> |

| <b>Subcontract Costs</b>                  |     |      |            |                                  |                   |
|---|-----|------|------------|----------------------------------|-------------------|
| Description                               | Qty | Unit | Unit Price | Total                            |                   |
| Form, Pour, and Finish 4" Sidewalk Paving | 700 | SF   | \$3.25     | \$2,275.00                       |                   |
|   |     |      |            | <b>Total Subcontractor Costs</b> | <b>\$2,275.00</b> |

| <b>Equipment Costs</b> |     |          |      |                              |                 |
|------------------------|-----|----------|------|------------------------------|-----------------|
| Description            | Qty | Duration | Unit | Unit Price                   | Total           |
| Mini Excavator         | 1   | 1        | Day  | \$338.00                     | \$338.00        |
| Skid Steer             | 1   | 1        | Day  | \$275.00                     | \$275.00        |
|                        |     |          |      | <b>Total Equipment Costs</b> | <b>\$613.00</b> |

|                              |                    |
|------------------------------|--------------------|
| SubTotal                     | \$9,952.54         |
| Fuel                         | \$0.00             |
| Performance and Payment Bond | \$0.00             |
| 15% Overhead & Profit        | \$1,492.88         |
| <b>Total</b>                 | <b>\$11,445.42</b> |

Total Contract Days Requested 4



**WOMACK & SONS**  
CONSTRUCTION GROUP

P. O. Box 653  
Harrisonburg, LA 71340

James Womack  
Chase Womack  
Paige Womack Barbo

Phone: 318-744-5348  
Fax: 318-744-5398

**Louisiana Purchase Garden & Zoo**

City of Monroe

Proposed Change Order #1

Additional Gunite Pool Steps

8/1/2024

| <u>Labor Costs</u>                         |     |          |            |   |          |          |
|--|-----|----------|------------|---|----------|----------|
|  |     |          |            | Labor - 4 Man Crew at Avg. \$22.55/Hour | \$0.00   |          |
| Project Manager/QC                         | 0   | Days     |            | \$375.00                                | Day      | \$0.00   |
| Administrative Oversight                   | 0   | Days     |            | \$200.00                                | Day      | \$0.00   |
| Clerical                                   | 0   | Days     |            | \$128.00                                | Day      | \$0.00   |
|  |     |          |            | Labor Sub Total                         | =        | \$0.00   |
| Social Security Taxes                      |     |          |            | 8.00%                                   |          | \$0.00   |
| La. Unemployment Taxes                     |     |          |            | 4.00%                                   |          | \$0.00   |
| Fed. Unemployment Taxes                    |     |          |            | 1.00%                                   |          | \$0.00   |
| Workers' Comp/Gl                           |     |          |            | 17.00%                                  |          | \$0.00   |
| Vacation Pay                               |     |          |            | 2.00%                                   |          | \$0.00   |
| Holiday Pay                                |     |          |            | 3.00%                                   |          | \$0.00   |
|  |     |          |            | Total Labor Costs                       | =        | \$0.00   |
| <u>Material Costs</u>                      |     |          |            |   |          |          |
| Description                                | Qty | Unit     | Unit Price | Total                                   |          |          |
| 83 Rebar Mat at 12" OCEW - Approx. 1.12/SF |     |          |            |   |          |          |
| 154L Rebar                                 | 90  | Pounds   | \$0.75     |   | \$67.50  |          |
| Metal Lath/Mesh                            | 2   | Sheet    | \$65.00    |   | \$130.00 |          |
|  |     |          |            | Total Material Costs                    | =        | \$197.50 |
| <u>Subcontract Costs</u>                   |     |          |            |   |          |          |
| Description                                | Qty | Unit     | Unit Price | Total                                   |          |          |
| Poolcrete                                  | 8   | EA       | \$100.00   |   | \$800.00 |          |
|  |     |          |            | Total Subcontractor Costs               | =        | \$800.00 |
| <u>Equipment Costs</u>                     |     |          |            |   |          |          |
| Description                                | Qty | Duration | Unit       | Unit Price                              | Total    |          |
| N/A  |     | 1        | Days       | \$0.00                                  | \$0.00   |          |
|  |     |          |            | Total Equipment Costs                   | =        | \$0.00   |

|                              |      |                   |
|------------------------------|------|-------------------|
| SubTotal                     |      | \$997.50          |
| Fuel                         |      | \$50.00           |
| Performance and Payment Bond | 1.0% | \$10.48           |
| 15% Overhead & Profit        |      | \$158.70          |
| <b>Total</b>                 |      | <b>\$1,216.67</b> |

Total Contract Days Requested 0

**Ashia Moore**

---

**From:** Mark A. Robertson <marobertson@mesainc.net>  
**Sent:** Wednesday, August 14, 2024 11:32 AM  
**To:** Cullen Clark; Arthur Holland  
**Cc:** Ashia Moore; Morgan McCallister; Don Arrington, P.E.; Mark Robertson  
**Subject:** Re: Monroe Zoo - Change Order 1

The dig barrier was requested by zoo staff during the initial meeting on site to review the staking plan. We provided a typical barrier we have used at other zoo facilities (C3.1), locations at all alligator habitats (C2.0) and additional gates for keeper access/escape (C2.1a). Staff decided upon further reflection they wanted to add the dig barriers since alligators are known to burrow. This was a change in position from when the project was initially designed. Current staff also wanted additional gates added to ease access or ability to have optional egress locations.

Hope this helps

Mark

On 8/13/24 4:00 PM, Cullen Clark wrote:

Hey Arthur,

Regarding our conversation earlier, here are the details that were given to the contractor for pricing. These were changes that the Zoo wanted to implement. I've copied Mark on this email and he can speak more on the details and reasoning. Let me know if you need something else.

Thanks,

Cullen Clark, E. I.



1111 North 19th Street  
Monroe, LA 71201  
Phone: 318.325.1791  
Fax: 318.325.1794  
[www.sehuey.com](http://www.sehuey.com)

---  
Mark A. Robertson, FASLA  
MESA  
[www.mesainc.net](http://www.mesainc.net)  
501.765.6093 cell

# RESOLUTION

STATE OF LOUISIANA  
CITY OF MONROE

NO. \_\_\_\_\_

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_

**A RESOLUTION APPROVING CHANGE ORDER NO. TWO (2) FOR THE NORTH 6<sup>TH</sup> ST. IMPROVEMENTS (LOUISVILLE AVE. TO STUBBS AVE.) PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, Change Order No. 2 will increase the contract amount for the North 6<sup>th</sup> St. Improvements (Louisville Ave. to Stubbs Ave.) Project by \$13,000.00; and

**WHEREAS**, Change Order No. 2 is attached hereto and made part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 2 for the North 6<sup>th</sup> St. Improvements (Louisville Ave. to Stubbs Ave.) Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**



CHANGE ORDER

No. 2

PROJECT: NORTH 6TH STREET IMPROVEMENTS (LOUISVILLE AVE. - STUBBS AVE.) DATE OF ISSUANCE: October 21, 2024

OWNER: City of Monroe  
(Name, P.O. Box 123  
Address) Monroe, LA 71201

CONTRACTOR: Amethyst Construction, Inc.  
(Name, 215 Industrial Parkway  
Address) West Monroe, LA 71291

OWNERS Project No. N/A  
ENGINEER: Lazenby & Associates, Inc.  
2000 North 7th Street  
West Monroe, LA 71291

CONTRACT FOR: North 6th Street Improvements

ENGINEER's Project No. 21E057.17(003)

You are directed to make the following changes in the Contract Documents.

Description: This change order is for as-built quantities as well as an added item for a MH 14'x9' that was added to the contract during construction.

Purpose of Change Order: This change order is for as-built quantities as well as an added item for a MH 14'x9' that was added to the contract during construction to help promote positive drainage in an area with multiple conflicts as well as temporary striping for the pilot program and the removal of permanent striping.

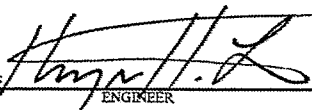
Attachments: Revised contract time.

| CHANGE IN CONTRACT PRICE   | CHANGE IN CONTRACT TIME   |
|--|---|
| Original Contract Price:<br>\$1,079,545.60                       | Original Contract Time: (days or date)<br>60 days                   |
| Previous Change Orders No. 1 to No. 1<br>-\$65,113.60            | Net change from previous Change Orders:<br>7 days                   |
| Contract Price prior to this Change Order:<br>\$1,014,432.00     | Contract Time prior to this Change Order: (days or date)<br>60 days |
| Net Increase (Decrease) of this Change Order:<br>\$13,000.00     | Net Increase (Decrease) of this Change Order: (days)<br>0 Days      |
| Contract Price with all approved Change Orders<br>\$1,027,432.00 | Contract Time with all approved Change Orders<br>67 days            |

RECOMMENDED  
LAZENBY & ASSOCIATES, INC.

APPROVED  
CITY OF MONROE

APPROVED  
AMETHYST CONSTRUCTION, INC.

BY:   
ENGINEER  
HAGAN H. LAWRENCE, P.E.

BY: \_\_\_\_\_  
OWNER  
STACEY ROWELL, DIR. OF ADMIN.

BY:   
CONTRACTOR  
BEN HOLDMAN, VICE PRESIDENT

**NORTH 6TH STREET IMPROVEMENTS**  
**CHANGE ORDER NO. 2**  
**L&A, INC. PROJECT NO. 21E057.17 (003)**  
**October 21, 2024**

| Item No.     | Item Description  | Unit Price  | Units    | Quantity Prior to This Change Order | Revised Quantity | Amount Over/Under |
|--------------|---|-------------|----------|-------------------------------------|------------------|-------------------|
| 201-01-00100 | Removal of Structures and Obstructions                                    | \$70,000.00 | Lump Sum | 100%                                | 100%             | \$0.00            |
| 202-02-06080 | Removal of Combination Concrete Curb and Gutter                           | \$45.00     | Lin. Ft. | 137                                 | 137              | \$0.00            |
| 402-01-00100 | Traffic Maintenance Aggregate (Vehticular Measurement)                    | \$130.00    | Cu. Yd.  | 61.1                                | 61.1             | \$0.00            |
| 502-01-00100 | Superpave Asphaltic Concrete  | \$165.00    | Ton      | 395.4                               | 395.4            | \$0.00            |
| 502-01-00200 | Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous          | \$165.00    | Ton      | 65.9                                | 65.9             | \$0.00            |
| 509-01-00100 | Cold Planing Asphaltic Pavement   | \$7.00      | Sq. Yd.  | 3806                                | 3806             | \$0.00            |
| 510-01-00200 | Pavement Patching (12 Inch Minimum Thickness)                             | \$275.00    | Sq. Yd.  | 514                                 | 514              | \$0.00            |
| 701-03-01001 | Storm Drain Pipes (15" RCP)   | \$350.00    | Lin. Ft. | 109                                 | 109              | \$0.00            |
| 701-03-01021 | Storm Drain Pipes (18" RCP)   | \$375.00    | Lin. Ft. | 64                                  | 64               | \$0.00            |
| 701-03-01081 | Storm Drain Pipes (36" RCP)   | \$900.00    | Lin. Ft. | 8                                   | 8                | \$0.00            |
| 701-15-00100 | Concrete Collar   | \$3,250.00  | Each     | 9                                   | 9                | \$0.00            |
| 702-02-00100 | Manholes (MH-06)  | \$15,000.00 | Each     | 2                                   | 2                | \$0.00            |
| 702-03-00100 | Catch Basins (CB-01)  | \$12,500.00 | Each     | 6                                   | 6                | \$0.00            |
| 702-03-00500 | Catch Basins (CB-06)  | \$11,500.00 | Each     | 4                                   | 4                | \$0.00            |
| 702-04-00100 | Adjusting Manholes  | \$3,600.00  | Each     | 10                                  | 10               | \$0.00            |
| 707-03-00100 | Combination Concrete Curb and Gutter                                      | \$125.00    | Lin. Ft. | 186                                 | 186              | \$0.00            |
| 713-01-00100 | Temporary Signs and Barricades  | \$45,000.00 | Lump Sum | 100%                                | 100%             | \$0.00            |
| 713-02-00300 | Temporary Pavement Markings (8" Width)                                    | \$1.50      | Lin. Ft. | 84                                  | 84               | \$0.00            |
| 713-02-00500 | Temporary Pavement Markings (24" Width)                                   | \$1.00      | Lin. Ft. | 87                                  | 87               | \$0.00            |
| 713-03-02000 | Temporary Pavement Markings (Broken Line) (4" Width) (10' Length)         | \$1,700.00  | Mile     | 0.000                               | 0.000            | \$0.00            |
| 713-04-01000 | Temporary Pavement Markings (Solid Line) (4" Width)                       | \$2,800.00  | Mile     | 0.000                               | 0.000            | \$0.00            |
| 726-01-00100 | Bedding Material  | \$135.00    | Cu. Yd.  | 41.7                                | 41.7             | \$0.00            |
| 727-01-00100 | Mobilization  | \$90,000.00 | Lump Sum | 100%                                | 100%             | \$0.00            |
| 731-02-00100 | ReflectORIZED Raised Pavement Markers                                     | \$13.00     | Each     | 0                                   | 0                | \$0.00            |
| 732-01-02040 | Plastic Pavement Striping (8" Width) (Thermoplastic 125 MIL)              | \$9.00      | Lin. Ft. | 0                                   | 0                | \$0.00            |
| 732-01-02080 | Plastic Pavement Striping (24" Width) (Thermoplastic 125 MIL)             | \$26.00     | Lin. Ft. | 0                                   | 0                | \$0.00            |
| 732-02-02000 | Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 MIL)  | \$6,500.00  | Mile     | 0.000                               | 0.000            | \$0.00            |
| 732-03-02000 | Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 MIL) | \$1,800.00  | Mile     | 0.000                               | 0.000            | \$0.00            |
| 739-01-00100 | Hydro-Seeding   | \$10,000.00 | Acre     | 0.17                                | 0.17             | \$0.00            |
| 740-01-00100 | Construction Layout   | \$8,400.00  | Lump Sum | 100%                                | 100%             | \$0.00            |
| TS-742-37003 | Sanitary Sewer Service  | \$12,200.00 | Each     | 2                                   | 2                | \$0.00            |
| TS-742-80100 | Sewer Point Repairs   | \$13,000.00 | Each     | 12                                  | 13               | \$13,000.00       |
| S-001        | Final Clean-up and Erosion Control  | \$12,500.00 | Lump Sum | 1                                   | 1                | \$0.00            |
| CO-01a       | MH 14X9   | \$28,700.00 | Lump Sum | 1                                   | 1                | \$0.00            |
| CO-01b       | Temporary Striping (Tape)   | \$4,825.00  | Lump Sum | 1                                   | 1                | \$0.00            |

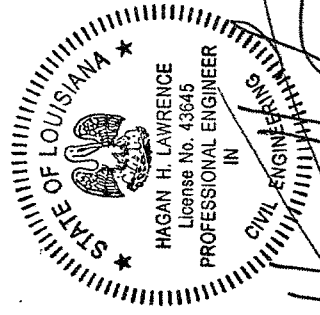
**\$13,000.00**

ORIGINAL CONTRACT AMOUNT:  
TOTAL OF PREVIOUS CHANGE ORDERS:  
NET INCREASE (DECREASE) THIS CHANGE ORDER:

\$1,079,645.60  
(\$65,113.60)  
\$13,000.00

REVISED CONTRACT AMOUNT:

\$1,027,432.00



*Hagan H. Lawrence*

10/21/2024

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY DON. M. BARRON CONTRACTOR, LLC FOR THE LAKESIDE DR WATER IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the work performed by Don M. Barron Contractor, LLC on the Lakeside Dr Water Improvements Project is substantially complete; and

**WHEREAS**, a Certificate of Substantial Completion is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Don M. Barron Contractor, LLC on the Lakeside Dr Water Improvements Project is hereby accepted as substantially complete; and

**BE IT FURTHER RESOLVED** that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Lakeside Dr Water Improvements Project as substantially complete.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**CONTRACTOR:** DON M. BARRON CONTRACTOR, INC.

**CONTRACT FOR:** CITY OF MONROE  
LAKESIDE DRIVE –  
WATER DISTRIBUTION SYSTEM IMPROVEMENTS

**CONTRACT DATE:** JUNE 5, 2024

**PROJECT NO:** PROJECT NO. 1180608

**DATE OF SUBSTANTIAL COMPLETION:** OCTOBER 11, 2024

**TO:** CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC.

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. These items shall be completed by the Contractor within 45 days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

The responsibilities between the Owner and the Contractor for maintenance and utilities shall be as set forth in the contract.

**VOLKERT, INC.**

  
CHRIS W. PATRICK, P.E.

10/21/2024  
DATE

Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

**DON M. BARRON CONTRACTOR, LLC**

  
DAVID C. FARRAR, EXECUTIVE VICE PRESIDENT

10-21-2024  
DATE

**OWNER'S CERTIFICATE OF ACCEPTANCE**

Work under the above Contract is hereby accepted subject to the conditions set forth in the above Certificate.

**CITY OF MONROE**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**PUNCH LIST**

See attached sheet.

CITY OF MONROE  
LAKESIDE DRIVE -  
WATER DISTRIBUTION SYSTEM IMPROVEMENTS  
PROJECT NO. 1180608  
PUNCH LIST

|    |                             |                |
|----|-----------------------------|----------------|
| 1. | General Dressup and Cleanup | \$500.00       |
|    | TOTAL                       | <hr/> \$500.00 |

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MEYER, MEYER, LACROIX, & HIXON FOR THE WEST PARKVIEW DRAINAGE IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Monroe requires grant management and administration services for the West Parkview Drainage Project;

**WHEREAS**, Meyer, Meyer, LaCroix, & Hixon, Inc. is a responsible provider of such services, possessing the necessary skills, expertise, and judgment to perform the identified services;

**WHEREAS**, the City desires to retain Meyer, Meyer, LaCroix, & Hixon, Inc.'s services under a Professional Services Agreement, which is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in its legal and regular session convened, that Stacey Rowell, Director of Administration, is hereby authorized to execute enter into and execute a Professional Services Agreement between the City of Monroe and Meyer, Meyer, LaCroix, & Hixon, Inc. for the West Parkview Drainage Improvements Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**CONTRACT FOR PROFESSIONAL SERVICES**  
**PART I – AGREEMENT**

This Agreement for Professional Services is by and between the CITY OF MONROE, State of Louisiana (hereinafter called the "CITY"), acting herein by Friday Ellis, Mayor, hereunto duly authorized, and MEYER, MEYER, LACROIX & HIXSON, INC., a corporation organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by Glenn A. Turner, President, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY has received funding under the Louisiana Community Development Block Grant-Disaster Mitigation Programs pursuant to Public Law 115-123 and Title I of the Housing and Community Development Act of 1974, as amended; and,

WHEREAS, the CITY desires to engage the CONSULTANT to render certain technical assistance services in connection with its Louisiana Water Initiative Local and Regional Watershed Project Program;

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

1) Employment of CONSULTANT

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

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the following **Grant Management** services:

1. Provide all basic grant management services as they pertain to CDBG, including services described below or usually implied as prerequisites.
2. Coordinate with the City of Monroe and other agencies involved in the administration of LWI funding.
3. Confirm compliance of Section 3 implementation with the requirements of Davis-Bacon.
4. Comply with all program mandates of the grant and upload required monitoring and compliance documentation.
5. Create Financial tracking for the program funds reimbursements, payments, and maintain declining balances.
6. Develop, input, and upload quarterly reports, period of performance extensions, budget adjustments, and project amendments.
7. Review and approve invoices confirming they are within the current approved budget and eligible scope of work.
8. Track invoices to ensure cost does not exceed contract values and budget line items.



9. Prepare, input, and upload reimbursement packets to ensure consistency; monitor and report payments.
10. Establish and maintain project files; hard files and electronic files to demonstrate compliance with all applicable state, local, and federal regulations; monitor project files throughout the program to ensure proper documentation.
11. Attend and assist with all required monitoring if applicable.
12. Attend status meetings required by the CITY and track in-progress data updates for deadlines.

The CONSULTANT shall, in a satisfactory and proper manner, perform the following **Additional Services**:

1. Develop and comply with requirements of 24 CRF Part 58: National Environmental & Protection Review Records.

Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

The scope of services identified herein are general in nature. The scope of work for Tasks One (1) through Six (6) and Additional Services as shown in Part III – Payment Schedule, shall coincide with the requirements of the State of Louisiana Office of Community Development/Disaster Recovery Unit Community Development Block Grant Program “Grantee Administrative Manual” located at <https://www.doa.la.gov/doa/ocd/policy-and-reports/administrative-manual/>.

3) Time of Performance

The services of the CONSULTANT shall commence **upon execution of this agreement**. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the CITY has received notification of final close out from the OCD.

4) Access to Information

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

5) Compensation and Method of Payment

Cost Reimbursement Payment

CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the OCD for project delivery costs under the provisions of the grant awarded to the CITY. Payment will be made only on approval of the CITY President or his Designee.

The total amount of charges to be paid CONSULTANT under this contract for technical assistance services shall not exceed **\$195,000.00**. CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the CITY. CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less or more than the total amount above.

The CONSULTANT shall submit invoices to the CITY for payment. Each invoice submitted shall identify the specific contract task(s) listed in Part I item 2 Scope of Services. Each invoice shall itemize the: Direct labor hours by job classification; contract hourly rate by job classification; including the costs of fringe benefits, overhead and profit; and reimbursable expenses including mileage and per diem required per task. The schedule of estimated costs is listed in Part III Payments to CONSULTANT. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit. A summary of the cost and price detail for each task is included as Exhibit A to this agreement.

6) Ownership of Documents

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

7) Standard of Care

The standard of care for all professional services performed or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

8) Indemnification

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

CONSULTANT shall be liable for the direct actions of its agents, employees, partners or subconsultants and shall fully indemnify and hold harmless the CITY from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by negligent act or omission of CONSULTANT, its agents, employees, partners or subconsultants; provided, however, that the CONSULTANT shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the CITY. In no event shall CONSULTANT be liable to the CITY for indemnity in an amount in excess of the limits of insurance required under this Agreement.

CONSULTANT nor the CITY shall be liable to the other for any reason for exemplary or punitive damages.

9) Independent Contractor

CONSULTANT is acting as an independent contractor and shall maintain full and complete control over its employees, its lower-tier subconsultants, and material suppliers. CONSULTANT shall retain responsibility for and control over the means for performing its services. Nothing in these Terms and Conditions shall be construed to make CONSULTANT or any of its officers or employees, an employee of the CITY.

10) Severability

Any provision or part thereof of this Agreement held to be void or unenforceable under any law or by any court shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties.

11) Entire Agreement

This contract constitutes the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and CONSULTANT'S proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the CONSULTANT'S proposal.

12) Waiver

The fact that the CITY and/or OCD do not enforce any provision of this CONSULTANT Agreement shall not waive or modify that provisions or any other provision of this CONSULTANT Agreement or in any way modify the terms of this CONSULTANT Agreement.

13) Review of Agreement

All parties acknowledge that each has been given the opportunity to have this CONSULTANT Agreement or any clause within the CONSULTANT Agreement reviewed by competent counsel and further that no provision of this CONSULTANT Agreement shall be construed against either party based on the fact that such party drafted or such party's counsel drafted this CONSULTANT Agreement.

14) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Term and Conditions", pages 6 through 8, Part III, Payments to Consultants", pages 9 through 18 and includes Exhibit "A", CDBG Compliance Provisions for CDBG-DR Rider, attached hereto and incorporated herein. Other items included herein and made a part of this agreement include; Exhibit B, Affidavit of Non-Collusion; Exhibit C, Section 3 Certification of Consultant, Section 3 Plan with Tables A and B; and Exhibit D Segregated Facilities Certification.

15) Address of Notices and Communications

Friday Ellis  
(Mayor)

400 Lea Joyner Expressway  
Monroe, La. 71201  
(CITY address)

Meyer, Meyer, LaCroix & Hixson, Inc.  
(Consultant's name)

100 Engineer Place  
Alexandria, La. 71303  
(CONSULTANT's address)

16) Captions

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

17) Authorization

This Agreement is authorized by the City of Monroe, by \_\_\_\_\_ on \_\_\_\_\_.

ATTEST:

City of Monroe

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Friday Ellis, Mayor

Date: \_\_\_\_\_

ATTEST:

Meyer, Meyer, LaCroix & Hixson, Inc.

  
\_\_\_\_\_

By:   
Glenn A. Turner, President

  
\_\_\_\_\_

Date: 11/5/24

## PART II- TERMS AND CONDITIONS

### A. INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State Agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provided Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special Hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than the combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the amounts as required of the Contractor.

Professional Errors or Omissions: Engineer's Liability Limited to Amount of Insurance Proceeds - Engineer shall procure and maintain insurance as required by and set forth in Attachment D to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to work under this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed the total compensation received by Engineer for such task under which such claim arises.

B. APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, PARISH of East Baton Rouge, State of Louisiana.

C. CODE OF ETHICS

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

D. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**PART III - PAYMENTS TO CONSULTANT**

A. CITY shall pay PROFESSIONAL CONSULTANT for services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of PROFESSIONAL CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class for all services performed on the project, plus reimbursable expenses and PROFESSIONAL CONSULTANT'S Sub-consultant's charges, if any.
2. PROFESSIONAL CONSULTANT'S Standard Hourly Rates are attached to this PART III as Appendix 1.
3. PROFESSIONAL CONSULTANT'S reimbursable expenses to be paid include these in accordance with and limited by the rules, regulations, guidelines and policies of the State of Louisiana (as they may be from time to time modified) under Louisiana Policy and Procedure Memorandum No. 49.
4. The total compensation for services under Paragraph A.1 is estimated to be ONE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED dollars (\$195,000.00) based on the following assumed distribution of compensation:

|   |                     |
|---|---------------------|
| Task No. 1 Programmatic Services                  | \$66,000.00         |
| Task No. 2 Procurement and Bidding Phase          | \$16,500.00         |
| Task No. 3 Construction Administration Phase      | \$33,000.00         |
| Task No. 4 Financial Management Phase             | \$24,750.00         |
| Task No. 5 Reporting and Monitoring Phase         | \$16,500.00         |
| Task No. 6 Project Close Out Phase                | \$8,250.00          |
| Additional Services – Environmental Review Record | \$30,000.00         |
| <b>TOTAL NOT TO EXCEED PRICE</b>                  | <b>\$195,000.00</b> |

The Scope of Services identified herein is generally described. The scope of work for Tasks One (1) through Six (6) as shown in PART III – PAYMENTS TO CONSULTANT, shall coincide with the requirements of the State of Louisiana Office of Community Development Community Development Block Grant Program "Grantee Administrative Manual" located at <https://www.doa.la.gov/dao/ocd/policy-and-reports/administrative-manual/>.

PROFESSIONAL CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the CITY.

5. The total estimated compensation for PROFESSIONAL CONSULTANT'S services included in the breakdown by phases as noted in Part III.4 incorporates all labor, overhead, profit, Reimbursable Expenses and PROFESSIONAL CONSULTANT'S Sub-consultant's charges.
6. The amounts billed for PROFESSIONAL CONSULTANT'S services under Part III.4 will be based on the cumulative hours charged to the Project during the billing period by each class of PROFESSIONAL CONSULTANT'S employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and PROFESSIONAL CONSULTANT'S Sub-consultant's charges.
7. The Standard Hourly Rates Schedule will be adjusted annually (as of February 1, starting in year 2024) to reflect equitable changes in the compensation payable to PROFESSIONAL CONSULTANT.
8. The Standard Hourly Rates schedule may be amended from time to time to add additional employee classifications needed to perform the work.
9. Whenever PROFESSIONAL CONSULTANT is entitled to compensation for the charges of PROFESSIONAL CONSULTANT'S Sub-consultants, those charges shall be the amounts billed by PROFESSIONAL CONSULTANT'S Sub-consultants to PROFESSIONAL CONSULTANT times a factor of 1.0.
10. PROFESSIONAL CONSULTANT'S estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to PROFESSIONAL CONSULTANT under the Agreement.
11. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to PROFESSIONAL CONSULTANT that a compensation amount thus estimated will be exceeded, PROFESSIONAL CONSULTANT shall give CITY written notice thereof. Promptly thereafter CITY and PROFESSIONAL CONSULTANT shall review the matter of services remaining to be performed and compensation for such services. CITY shall either agree to such compensation exceeding said estimated amount or CITY and PROFESSIONAL CONSULTANT shall agree to a reduction in the remaining services to be rendered by PROFESSIONAL CONSULTANT, so that total compensation for such services will not exceed said estimated amount when such services are completed. If PROFESSIONAL CONSULTANT exceeds the estimated amount before CITY and PROFESSIONAL CONSULTANT have agreed to an increase in the compensation due PROFESSIONAL CONSULTANT or a reduction in the remaining services, the CITY may agree for the PROFESSIONAL CONSULTANT to be paid for all services rendered hereunder.



PART III – PAYMENTS TO CONSULTANT

SCHEDULE  
OF  
STANDARD HOURLY RATES  
(Effective until February 1, 2025)

| <u>Personnel Classification</u>            | <u>Rate</u> |
|--|-------------|
| Project Manager                            | 139.00      |
| Senior Grant Manager/Subject Matter Expert | 186.00      |
| Grant Specialist 2                         | 93.00       |
| Grant Specialist 1                         | 72.00       |
| Administrative Assistant                   | 57.00       |

PART III – PAYMENTS TO CONSULTANT  
COST-PRICE DETAILS















Community: City of Monroe

Proposer: Meyer, Meyer, LaCroix & Hixson, Inc.

**Cost Price Detail**

| Task 7:                                    | Additional Description | Units                  |
|--|------------------------|------------------------|
| Environmental Review Record                |                        | 1                      |
| <b>Direct Labor and other compensation</b> |                        | <b>Estimated hours</b> |
| Project Manager                            |                        | 74                     |
| Senior Grant Manager/Subject Matter Expert |                        | 23                     |
| Grant Specialist II                        |                        | 42                     |
| Grant Specialist I                         |                        | 12                     |
| Administrative Assistant                   |                        | 8                      |
| <b>Total Personnel Compensation</b>        |                        | <b>159</b>             |

16-Oct-24

| Hourly Rate      | Direct Cost per Task |
|------------------|----------------------|
| 71.15            | 5,265.10             |
| 94.86            | 2,181.78             |
| 47.43            | 1,992.06             |
| 36.89            | 442.68               |
| 28.99            | 231.92               |
| -                | -                    |
| -                | -                    |
| -                | -                    |
| -                | -                    |
| -                | -                    |
| <b>10,113.54</b> | <b>10,113.54</b>     |

**Other Direct Costs**

| Mileage Costs               | One way | Trips | Estimated Miles | @ \$ per mile | Mileage Costs |
|-----------------------------|---------|-------|-----------------|---------------|---------------|
| Travel to Monroe Gov Office | 152     | 2     | 304             | \$ 0.67       | 203.68        |
|                             | 0       | 0     |                 |               |               |
|                             | 0       | 0     |                 |               |               |

| Per diem Costs | Estimated Travel Days | Per Diem rate | Per diem costs |
|----------------|-----------------------|---------------|----------------|
|                | 0                     | \$ -          | -              |

| Contract Services or Materials Cost     | Description | # items, or units | Estimated Cost per Item | Services or Materials Cost |
|---|-------------|-------------------|-------------------------|----------------------------|
|   |             |                   |                         | -                          |
|   |             | 0                 | \$ -                    | -                          |
|   |             | 0                 | \$ -                    | -                          |
|   |             | 0                 | \$ -                    | -                          |
|   |             | 0                 | \$ -                    | -                          |
| <b>Total Services or Materials cost</b> |             |                   |                         | -                          |

**Total Direct Costs** **10,317.22**

**Overhead Costs**

Choose One Method

Rate X Direct Personnel hours

| Overhead Cost                          | Overhead Hourly Rate | Overhead Cost |
|--|----------------------|---------------|
| Office supplies, services, rentals etc | from Task One        | -             |

**Total Estimated Costs with rate x direct cost hours** **10,317.22**

Rate X % of Direct Labor Costs

| Overhead Cost                          | Percent of Direct Labor Cost | Overhead Cost |
|--|------------------------------|---------------|
| Office supplies, services, rentals etc | from Task One                | 165.00%       |
|  |                              | 16,687.34     |

**Total Estimated Costs with rate as a percent of Direct Labor Cost** **27,004.56**

**Price Detail**

| Task                              | Describe deliverable or work product | Units   | Price                      |
|-----------------------------------|--------------------------------------|---------|----------------------------|
| Environmental Review Record       |                                      | 1       | 2,995.44                   |
|                                   |                                      |         | Profit                     |
| Offered Price per task completion | \$ 30,000.00                         | x units | <b>Total Offered Price</b> |
|                                   |                                      |         | <b>\$ 30,000.00</b>        |

**EXHIBIT A**

**Community Development Block Grant Program Rider**

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant ("CDBG") Program by and between **City of Monroe**, State of Louisiana, acting herein by **Friday Ellis, Mayor**, hereunto duly authorized, and Meyer, Meyer, LaCroix & Hixson, Inc., a corporation organized under the laws of the State of Louisiana, acting herein by **Glenn A. Turner, President**, hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between **City of Monroe**, and **Meyer, Meyer, LaCroix & Hixson, Inc.** in which CDBG grant funds are a funding source.

**FEDERAL REGISTER NOTICES**

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG Funds for all associated grants are available on the HUD Web site at:

<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-registernotices/>

**COMPLIANCE PROVISIONS FOR CDBG RIDER**

**FOR**

**PROFESSIONAL SERVICES CONTRACTS**

**CONTENTS**

- 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
- 2. CERTIFICATION OF NONSEGREGATED FACILITIES**
- 3. CIVIL RIGHTS**
- 4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**
- 5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**
- 6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
- 7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**
- 8. AGE DISCRIMINATION ACT OF 1975**
- 9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
- 10. FLOOD DISASTER PROTECTION**
- 11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**
- 12. INSPECTION**
- 13. REPORTING REQUIREMENTS**
- 14. CONFLICT OF INTEREST**
- 15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**
- 16. PATENTS**
- 17. COPYRIGHT**
- 18. TERMINATION FOR CAUSE**
- 19. TERMINATION FOR CONVENIENCE**

- 20. ENERGY EFFICIENCY**
- 21. SUBCONTRACTS**
- 22. DEBARMENT, SUSPENSION, AND INELIGIBILITY**
- 23. BREACH OF CONTRACT TERMS**
- 24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**
- 25. CHANGES**
- 26. PERSONNEL**
- 27. ANTI-KICKBACK RULES**
- 28. ASSIGNABILITY**
- 29. INTEREST OF CONTRACTOR**
- 30. POLITICAL ACTIVITY**
- 31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**
- 32. DISCRIMINATION DUE TO BELIEF**
- 33. CONFIDENTIAL FINDINGS**
- 34. LOBBYING**
- 35. AUTHORIZATION**

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) *(applicable to contracts and subcontracts above \$10,000)***

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**2. CERTIFICATION OF NONSEGREGATED FACILITIES *(applicable to contracts and subcontracts over \$10,000)***

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

### **5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

A. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to any contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to any contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to any contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793) (*applicable to contracts and subcontracts over \$10,000*)**

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### **7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

#### **8. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

#### **9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (*applicable to contracts and subcontracts exceeding \$100,000*)**

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:



A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

#### **10. FLOOD DISASTER PROTECTION**

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

#### **11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

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

All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

## **12. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## **13. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

## **14. CONFLICT OF INTEREST**

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

## **15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of \$10,000 and under)**

During the performance of any contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

## **16. PATENTS**

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

#### **17. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of any contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

#### **18. TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under any contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

#### **19. TERMINATION FOR CONVENIENCE**

The Owner may terminate any contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

#### **20. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### **21. SUBCONTRACTS**

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

#### **22. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

#### **23. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of the contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the

application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **25. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

## **26. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under any Contract.

## **27. ANTI-KICKBACK RULES**

Salaries of personnel performing work under any Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the contract to ensure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

## **28. ASSIGNABILITY**

The Contractor shall not assign any interest in any Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

## **29. INTEREST OF CONTRACTOR**

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

### **30. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

### **31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under any contract.

### **32. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

### **33. CONFIDENTIAL FINDINGS**

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

### **34. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

35. AUTHORIZATION

This Agreement is authorized by the City of Monroe, by \_\_\_\_\_ on \_\_\_\_\_, a copy of which are attached hereto and made a part hereof.

ATTEST:

City of Monroe

\_\_\_\_\_

By: \_\_\_\_\_  
Friday Ellis, Mayor

\_\_\_\_\_

Date: \_\_\_\_\_

FA  
\_\_\_\_\_

Meyer, Meyer LaCroix & Hixson, Inc.

By: [Signature]  
Glenn A. Turner, P.E., President & CEO

Robyn Gaffe  
\_\_\_\_\_

Date: 11/5/24  
\_\_\_\_\_

**EXHIBIT B**

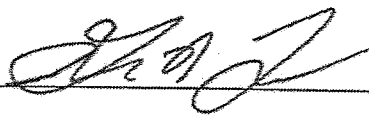
**AFFIDAVIT OF NON-COLLUSION**

Name of Project: City of Monroe West Parkview Drainage Improvements Project

Parish: Ouachita Parish

Meyer, Meyer, LaCroix & Hixson, Inc. certify that:

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant, and
- (2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

Signed   
By Glenn A. Turner, P.E.  
Title President & CEO

Parish of Rapides  
State of Louisiana

Subscribed and sworn to before me this 5th day of November, 2024.  
My commission expires: December

  
Notary Public



EXHIBIT C

SECTION 3 CERTIFICATION OF CONSULTANT

Meyer, Meyer, LaCroix & Hixson, Inc.  
(MMLH)

City of Monroe West Parkview  
Drainage Improvements Project

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

A. The positions listed under Part B that have been filled by MMLH since being notified of contract selection on October 23, 2024 were not filled to circumvent the contractor's obligations to provide employment opportunities; including training positions, for Section 3 residents, as required by Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since October 23, 2024:

|      |  |  |
|------|--|--|
| None |  |  |
|      |  |  |
|      |  |  |
|      |  |  |
|      |  |  |

C. No employment positions have been filled since October 23, 2024.

Glenn A. Turner, P.E., President & CEO  
Name & Title of Signer

  
Signature

11/5/24  
Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

**Meyer, Meyer, LaCroix & Hixson, Inc.**  
**Section 3 Plan**

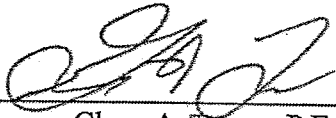
Meyer, Meyer, LaCroix & Hixson, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Monroe.

- A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

\*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.

- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Meyer, Meyer, LaCroix & Hixson, Inc., we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.



\_\_\_\_\_  
Glenn A. Turner, P.E.

\_\_\_\_\_  
President & CEO  
Title

\_\_\_\_\_  
11/5/20  
Date



**TABLE B**  
**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

| COLUMN 1                   | COLUMN 2                  | COLUMN 3  | COLUMN 4                             | COLUMN 5                            |
|----------------------------|---------------------------|---|--------------------------------------|-------------------------------------|
| JOB CATEGORY               | TOTAL ESTIMATED POSITIONS | NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES | NO. POSITIONS NOT CURRENTLY OCCUPIED | NO. POSITIONS TO BE FILLED W/LIPAR* |
| OFFICERS/SUPERVISORS       | 0                         | 0   | 0                                    | 0                                   |
| PROFESSIONALS              | 4                         | 4   | 0                                    | 0                                   |
| TECHNICIANS                | 0                         | 0   | 0                                    | 0                                   |
| HOUSING SALES/RENTAL/MGMT. | N/A                       | N/A   | N/A                                  | N/A                                 |
| OFFICE CLERICAL            | 1                         | 1   | 0                                    | 0                                   |
| SERVICE WORKERS            | 0                         | 0   | 0                                    | 0                                   |
| OTHERS                     | N/A                       | N/A   | N/A                                  | N/A                                 |
| <b>TRADE:</b>              |                           |   |                                      |                                     |
| JOURNEYMEN                 |                           |   |                                      |                                     |
| APPRENTICE                 |                           | NOT APPLICABLE  |                                      |                                     |
| MAX. # TRAINEES            |                           |   |                                      |                                     |
| OTHERS                     |                           |   |                                      |                                     |
| <b>TRADE:</b>              |                           |   |                                      |                                     |
| JOURNEYMEN                 |                           |   |                                      |                                     |
| APPRENTICE                 |                           |   |                                      |                                     |
| MAX. # TRAINEES            |                           | NOT APPLICABLE  |                                      |                                     |
| OTHERS                     |                           |   |                                      |                                     |

\*Lower Income Project Area Residents. Individuals residing within the **City of Monroe** whose family income does not exceed 80% of the median income in the State.

Meyer, Meyer, LaCroix & Hixson, Inc.  
Company

11/5/24  
Date

**EXHIBIT D**

**SEGREGATED FACILITIES CERTIFICATION**

Meyer, Meyer, LaCroix & Hixson, Inc.

\_\_\_\_\_  
Name of Prime Contractor

City of Monroe West Parkview Drainage  
Improvements Project

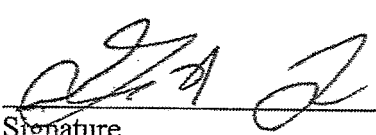
\_\_\_\_\_  
Project Name and Number

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Glenn A. Turner, P.E., President & CEO

\_\_\_\_\_  
Name & Title of Signer

  
\_\_\_\_\_  
Signature

11/5/24  
\_\_\_\_\_  
Date

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_

**A RESOLUTION APPROVING CLOSE-OUT CHANGE ORDER NO. THREE (3) FOR THE SAUL ADLER RECREATION CENTER PARKING LOT IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

WHEREAS, Change Order No. 3 will increase the contract amount for the Saul Adler Recreation Center Parking Lot Improvements Project by \$17,481.04 and add 131 additional calendar days to the contract time; and

WHEREAS, Change Order No. 3 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 3 for the Saul Adler Recreation Center Parking Lot Improvements Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CITY CLERK

**CHANGE ORDER**

**Order No.** 3  
**Date:** November 30, 2023  
**Agreement Date:** April 24, 2023

**NAME OF PROJECT:** Saul Adler Recreation Center  
Parking Lot Improvements  
Project No. 1180601

**OWNER:** City of Monroe

**CONTRACTOR:** Benchmark Construction Group of Louisiana, LLC

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Adjustments for "As-Built" quantities and delays due to inclement weather.

**JUSTIFICATION:** See Above

**CHANGE TO CONTRACT PRICE:**

Original **CONTRACT PRICE** \$303,819.50 .

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER** \$ 308,819.50 .

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be increased by \$ 17,481.04 .

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be \$ 326,300.54 .

**CHANGE TO CONTRACT TIME:**

The **CONTRACT TIME** will be increased by 131 calendar days.

The date for completion of all work will be April 9, 2024 .

**APPROVED BY:**

**RECOMMENDED BY:** \_\_\_\_\_  
Chris W. Patrick, P.E. Date  
Volkert, Inc.

**ORDERED BY:** \_\_\_\_\_  
Authorized City Representative Date  
City of Monroe

**ACCEPTED BY:** \_\_\_\_\_  
Zach Brister, Owner Date  
Benchmark Construction Group of Louisiana, LLC



**SAUL ADLER RECREATION CENTER  
PARKING LOT IMPROVEMENTS**

PROJECT NO. 1180601

ATTACHMENT FOR CHANGE ORDER NO. 3

| ITEM NO.                          | DESCRIPTION OF ITEM   | QUANTITY | UNIT | UNIT PRICE | DECREASE AMOUNT | INCREASE AMOUNT    |
|-----------------------------------|---|----------|------|------------|-----------------|--------------------|
| 502-01-00100                      | Asphalt Concrete (2" THICK)   | 81.12    | TON  | \$222.00   |                 | \$18,008.64        |
| S-003                             | Decrease Construction Allowance<br>(Original Bid Amount \$20,000.00 less<br>\$19,472.40 less \$527.60 will be \$0.00) | JOB      | L.S. | \$527.60   | \$527.60        |                    |
| <b>TOTAL CHANGE ORDER AMOUNTS</b> |   |          |      |            | <b>\$527.60</b> | <b>\$18,008.64</b> |

THIS CHANGE ORDER RESULTS IN A NET INCREASE TO THE CONTRACT AMOUNT OF

|                    |
|--------------------|
| <b>\$17,481.04</b> |
|--------------------|

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, LLC FOR THE SAUL ADLER RECREATION CENTER PARKING LOT IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the work performed by Benchmark Construction Group of Louisiana, LLC on the Saul Adler Recreation Center Parking Lot Improvements Project is substantially complete; and

**WHEREAS**, a Certificate of Substantial Completion is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Benchmark Construction Group of Louisiana, LLC on the Saul Adler Recreation Center Parking Lot Improvements Project is hereby accepted as substantially complete; and

**BE IT FURTHER RESOLVED** that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Saul Adler Recreation Center Parking Lot Improvements Project as substantially complete.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**CONTRACTOR:** BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, LLC

**CONTRACT FOR:** CITY OF MONROE  
SAUL ADLER RECREATION CENTER  
PARKING LOT IMPROVEMENTS

**CONTRACT DATE:** APRIL 24, 2023

**PROJECT NO:** PROJECT NO. 1180601

**DATE OF SUBSTANTIAL COMPLETION:** APRIL 9, 2024

**TO:** CITY OF MONROE AND BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, LLC

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. These items shall be completed by the Contractor within 45 days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

The responsibilities between the Owner and the Contractor for maintenance and utilities shall be as set forth in the contract.

**VOLKERT, INC.**

\_\_\_\_\_  
CHRIS W. PATRICK, P.E. \_\_\_\_\_  
DATE

.....  
Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

**BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, LLC**

\_\_\_\_\_  
ZACH BRISTER, OWNER \_\_\_\_\_  
DATE

.....  
**OWNER'S CERTIFICATE OF ACCEPTANCE**

Work under the above Contract is hereby accepted subject to the conditions set forth in the above Certificate.

**CITY OF MONROE**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
DATE

**PUNCH LIST**

N/A

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_

**A RESOLUTION APPROVING CHANGE ORDER NO. TWO (2) FOR THE SOUTH GRAND STREET IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, Change Order No. 2 will increase the contract amount for the South Grand Street Improvements Project by \$225,723.11; and

**WHEREAS**, Change Order No. 2 is attached hereto and made part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 2 for the South Grand Street Improvements Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

SMGR0005

|  |                                       |                        |            |
|--|---------------------------------------|------------------------|------------|
| Louisiana<br>Department of Transportation and Development<br>Change Order Report |                                       | <b>NO.</b>             | 002        |
|  |                                       | <b>Date:</b>           | 07/24/2024 |
| <b>S.P. NO.</b>  | H.014347.6                            | <b>F.A.P. NO.</b>      | H014347    |
| <b>Name:</b>   | S GRAND ST: ORANGE ST - STANDIFER AVE | <b>Primary Parish:</b> | Ouachita   |
|  |                                       | Category 2 / 2E        |            |
| This change order requires an LADOTD authorizer                                  |                                       |                        |            |
| This change order requires an LADOTD Area Engineer authorizer                    |                                       |                        |            |

Scope:

This project (S Grand St: Orange St - Standifer Ave) consists of milling asphalt pavement, drainage structures, asphalt pavement patching, asphalt concrete pavement, and related work in Ouachita Parish.

Purpose:

The purpose of this change order is to provide for item overruns and underruns on the project. This change order will adjust all items of works (as necessary) to the installed amounts as placed on the roadway and verified in the project field books.

Explanation:

This change order is an adjustment of quantities to as-built quantities. A detailed explanation of each item that has a change in the quantity will be provided under each applicable item.

As per the special provisions of the Contract, "Payment for contract items indicated herein will be adjusted to compensate for cost differentials of Performance Graded (PG) asphalt cements, gasoline, and diesel fuel when such costs increase or decrease more than 5 percent from the Department's established base price for these items." The prices of diesel, gasoline, and asphalt cement increased by more than 5 percent of the base price established for this project; therefore, items for asphalt adjustment and fuel adjustment need to be added to the contract.

The project manager, as listed in the contract proposal, has been made aware of the item additions within this change order and the anticipated cost.

No additional contract time will be required as a result of this change order.

The City of Monroe is aware of this change order.

Cost:

This change order will increase the contract amount by \$225,723.11.

**Project Number H.014347.6**

**202-02-06080 Line Item 0003 = 202-02-06080 Removal of Concrete Combination Curb and Gutter**  
**Funding Category 0001:**

Decrease by 405 LNFT or -47.09%.  
 Actual field measurement of quantity used was less than plan quantity.

**202-02-06100 Line Item 0004 = 202-02-06100 Removal of Concrete Walks and Drives**  
**Funding Category 0001:**

Decrease by 106.02 SQYD or -8.41%.  
 Actual field measurement of quantity used was less than plan quantity.

**402-01-00100 Line Item 0005 = 402-01-00100 Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicula**  
**Funding Category 0001:**

Increase by 84.28 CUYD or 168.56%.  
 Additional traffic maintenance aggregate was needed in order to maintain traffic while completing the required drainage structure replacements.

**402-03-00100 Line Item 0006 = 402-03-00100 Non-Mainline Traffic Maintenance Surfacing (Aggregate) (Vehi**  
**Funding Category 0001:**

Decrease by 40 CUYD or -80.00%.

Actual field measurement of quantity used was less than plan quantity.

**502-01-00100 Line Item 0007 = 502-01-00100 Asphalt Concrete**

**Funding Category 0001:**

Increase by 273.09 TON or 8.82%.

Actual field measurement of quantity used was more than plan quantity.

**502-01-00200 Line Item 0008 = 502-01-00200 Asphalt Concrete, Drives, Turnouts and Miscellaneous**

**Funding Category 0001:**

Increase by 62.92 TON or 31.63%.

Actual field measurement of quantity used was more than plan quantity.

**509-01-00100 Line Item 0009 = 509-01-00100 Milling Asphalt Pavement**

**Funding Category 0001:**

Decrease by 222.95 SQYD or -0.74%.

Actual field measurement of quantity used was less than plan quantity.

**510-01-00260 Line Item 0010 = 510-01-00260 Pavement Patching (16 inch Minimum Thickness)**

**Funding Category 0001:**

Increase by 339.14 SQYD or 7.71%.

Actual field measurement of quantity used was more than plan quantity. Additional areas of patching were required to correct areas that had failed since plan preparation.

**701-03-01002 Line Item 0011 = 701-03-01002 Storm Drain Pipe (15" RCP/RPVC)**

**Funding Category 0001:**

Increase by 155 LNFT or 37.99%.

Actual field measurement of quantity used was more than plan quantity. Additional pipe was found to have failed during construction activities.

**701-03-01082 Line Item 0012 = 701-03-01082 Storm Drain Pipe (36" RCP/RPVC)**

**Funding Category 0001:**

Decrease by 8 LNFT or -33.33%.

Actual field measurement of quantity used was less than plan quantity.

**702-01-00100 Line Item 0013 = 702-01-00100 Junction Boxes (Conflict Box)**

**Funding Category 0001:**

Decrease by 2 EACH or -66.67%.

Actual field measurement of quantity used was less than plan quantity.

**702-03-00100 Line Item 0014 = 702-03-00100 Catch Basins (CB-01)**

**Funding Category 0001:**

Increase by 5 EACH or 166.67%.

Actual field measurement of quantity used was more than plan quantity. Due to unforeseen constraints, additional CB-01 catch basins were used in lieu of CB-06 catch basins.

**702-03-00500 Line Item 0015 = 702-03-00500 Catch Basins (CB-06)**

**Funding Category 0001:**

Decrease by 6 EACH or -17.14%.

Actual field measurement of quantity used was less than plan quantity.

**706-01-00300 Line Item 0018 = 706-01-00300 Concrete Walk (6" Thick)**

**Funding Category 0001:**

Increase by 191.43 SQYD or 6.14%.

Actual field measurement of quantity used was more than plan quantity.

**707-03-00100 Line Item 0020 = 707-03-00100 Combination Concrete Curb and Gutter**

**Funding Category 0001:**

Decrease by 245 LNFT or -28.49%.

Actual field measurement of quantity used was less than plan quantity.

**713-02-00500 Line Item 0022 = 713-02-00500 Temporary Pavement Markings (24" Width)**

**Funding Category 0001:**

Decrease by 286 LNFT to zero or -100%.

Due to construction procedures and processes, this item was not necessary.

**713-04-01000 Line Item 0023 = 713-04-01000 Temporary Pavement Markings (Solid Line) (4" Width)**

**Funding Category 0001:**

Decrease by 2.547 MILE or -24.06%.

Actual field measurement of quantity used was less than plan quantity.

**726-01-00100 Line Item 0024 = 726-01-00100 Bedding Material**

**Funding Category 0001:**

Decrease by 25.8 CU YD or -15.83%.

Actual field measurement of quantity used was less than plan quantity.

**735-01-00100 Line Item 0029 = 735-01-00100 Mailboxes**

**Funding Category 0001:**

Increase by 4 EACH or 5.56%.

Actual field measurement of quantity used was more than plan quantity.

**735-02-00100 Line Item 0030 = 735-02-00100 Mailbox Supports (Single)**

**Funding Category 0001:**

Increase by 4 EACH or 5.56%.

Actual field measurement of quantity used was more than plan quantity.

**741-11-00200 Line Item 0034 = 741-11-00200 Adjusting Water Valve and Meter Box**

**Funding Category 0001:**

Increase by 1 EACH or 4.00%.

Actual field measurement of quantity used was more than plan quantity.

**TS-742-37000 Line Item 0036 = TS-742-37000 Adjusting Sanitary Sewer Cleanout**

**Funding Category 0001:**

Increase by 8 EACH or 88.89%.

Actual field measurement of quantity used was more than plan quantity.

**TS-742-80100 Line Item 0037 = TS-742-80100 Sewer Line Point Repair**

**Funding Category 0001:**

Increase by 2 EACH or 66.67%.

Due to varying field conditions, additional sewer point repairs were needed to address failed sewer mains.

**CI-999-00010 Line Item 0800 = CI-999-00010 Asphalt Price Adjustment**

**Funding Category 0001:**

Create item for 5798.06 EACH or 100%.

The total asphalt price adjustment due the contractor is -\$5,798.06. The worksheets used to calculate this adjustment are attached to this change order.

**701-15-00100 Line Item 0801 = 701-15-00100 Concrete Collar**

**Funding Category 0001:**

Increase by 24 EACH or 240.00%.

Additional concrete collars were needed to address twelve (12) failed connections between existing catch basins to remain and drainage pipe. An additional twelve (12) collars were needed to replace failed drainage pipe and connect to existing catch basins to remain. It was determined that using this item was significantly less expensive than replacement of the catch basins.

**CI-999-00040 Line Item 0802 = CI-999-00040 Fuel Price Adjustment**

**Funding Category 0001:**

Create item for 10403.41 EACH or 100%.

The total fuel price adjustment due the contractor is -\$10,403.41. The worksheets used to calculate this adjustment are attached to this change order.

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

| Item No.          | Item  | Major Item | Price per Unit | Change   |             | Current Quantity | Revised Quantity | % Change |
|-------------------|---|------------|----------------|----------|-------------|------------------|------------------|----------|
|                   |   |            |                | Quantity | Amount      |                  |                  |          |
| 202-02-06080      | Removal of Concrete Combination Curb and Gutter | No         | \$32.00        | -405.000 | \$12,960.00 | 860.000          | 455.000          | -47.09%  |
| H.014347.6 / 0003 |   | 0.37%      | LNFT           |          |             |                  |                  |          |

|                   |  |        |           |          |             |           |           |         |
|-------------------|--|--------|-----------|----------|-------------|-----------|-----------|---------|
| 202-02-06100      | Removal of Concrete Walks and Drives                         | No     | \$20.00   | -106.020 | -\$2,120.40 | 1261.000  | 1154.980  | -8.41%  |
| H.014347.6 / 0004 |  | 0.59%  | SQYD      |          |             |           |           |         |
| 402-01-00100      | Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicula | No     | \$210.00  | 84.280   | \$17,698.80 | 50.000    | 134.280   | 168.56% |
| H.014347.6 / 0005 |  | 0.72%  | CUYD      |          |             |           |           |         |
| 402-03-00100      | Non-Mainline Traffic Maintenance Surfacing (Aggregate) (Vehi | No     | \$210.00  | -40.000  | -\$8,400.00 | 50.000    | 10.000    | -80.00% |
| H.014347.6 / 0006 |  | 0.05%  | CUYD      |          |             |           |           |         |
| 502-01-00100      | Asphalt Concrete   | Yes    | \$150.00  | 273.090  | \$40,963.50 | 3096.400  | 3369.490  | 8.82%   |
| H.014347.6 / 0007 |  | 12.88% | TON       |          |             |           |           |         |
| 502-01-00200      | Asphalt Concrete, Drives, Turnouts and Miscellaneous         | No     | \$350.00  | 62.920   | \$22,022.00 | 198.900   | 261.820   | 31.63%  |
| H.014347.6 / 0008 |  | 2.33%  | TON       |          |             |           |           |         |
| 509-01-00100      | Milling Asphalt Pavement                                     | No     | \$3.50    | -222.950 | -\$780.33   | 29955.000 | 29732.050 | -0.74%  |
| H.014347.6 / 0009 |  | 2.65%  | SQYD      |          |             |           |           |         |
| 510-01-00260      | Pavement Patching (16 inch Minimum Thickness)                | Yes    | \$195.00  | 339.140  | \$66,132.30 | 4400.000  | 4739.140  | 7.71%   |
| H.014347.6 / 0010 |  | 23.55% | SQYD      |          |             |           |           |         |
| 701-03-01002      | Storm Drain Pipe (15" RCP/RPVC)                              | No     | \$300.00  | 155.000  | \$46,500.00 | 408.000   | 563.000   | 37.99%  |
| H.014347.6 / 0011 |  | 4.30%  | LNFT      |          |             |           |           |         |
| 701-03-01082      | Storm Drain Pipe (36" RCP/RPVC)                              | No     | \$350.00  | -8.000   | -\$2,800.00 | 24.000    | 16.000    | -33.33% |
| H.014347.6 / 0012 |  | 0.14%  | LNFT      |          |             |           |           |         |
| 702-01-00100      | Junction Boxes (Conflict Box)                                | No     | \$8500.00 | -2.000   | \$17,000.00 | 3.000     | 1.000     | -66.67% |
| H.014347.6 / 0013 |  | 0.22%  | EACH      |          |             |           |           |         |
| 702-03-00100      | Catch Basins (CB-01)   | No     | \$9000.00 | 5.000    | \$45,000.00 | 3.000     | 8.000     | 166.67% |
| H.014347.6 / 0014 |  | 1.83%  | EACH      |          |             |           |           |         |
| 702-03-00500      | Catch Basins (CB-06)   | No     | \$9500.00 | -6.000   | \$57,000.00 | 35.000    | 29.000    | -17.14% |
| H.014347.6 / 0015 |  | 7.02%  | EACH      |          |             |           |           |         |
| 706-01-00300      | Concrete Walk (6" Thick)                                     | No     | \$82.00   | 191.430  | \$15,697.26 | 3118.400  | 3309.830  | 6.14%   |
| H.014347.6 / 0018 |  | 6.92%  | SQYD      |          |             |           |           |         |
| 707-03-00100      | Combination Concrete Curb and Gutter                         | No     | \$60.00   | -245.000 | \$14,700.00 | 860.000   | 615.000   | -28.49% |
| H.014347.6 / 0020 |  | 0.94%  | LNFT      |          |             |           |           |         |
| 713-02-00500      | Temporary Pavement Markings (24" Width)                      | No     | \$1.00    | -286.000 | -\$286.00   | 286.000   | 0.000     | 100.00% |
| H.014347.6 / 0022 |  | 0.00%  | LNFT      |          |             |           |           |         |
| 713-04-01000      | Temporary Pavement Markings (Solid Line) (4" Width)          | No     | \$1200.00 | -2.547   | -\$3,056.40 | 10.584    | 8.037     | -24.06% |
| H.014347.6 / 0023 |  | 0.25%  | MILE      |          |             |           |           |         |
| 726-01-00100      | Bedding Material   | No     | \$210.00  | -25.800  | -\$5,418.00 | 163.000   | 137.200   | -15.83% |
| H.014347.6 / 0024 |  | 0.73%  | CUYD      |          |             |           |           |         |
| 735-01-00100      | Mailboxes  | No     | \$25.00   | 4.000    | \$100.00    | 72.000    | 76.000    | 5.56%   |
| H.014347.6 / 0029 |  | 0.05%  | EACH      |          |             |           |           |         |
| 735-02-00100      | Mailbox Supports (Single)                                    | No     | \$350.00  | 4.000    | \$1,400.00  | 72.000    | 76.000    | 5.56%   |
| H.014347.6 / 0030 |  | 0.68%  | EACH      |          |             |           |           |         |
| 741-11-00200      | Adjusting Water Valve and Meter Box                          | No     | \$1200.00 | 1.000    | \$1,200.00  | 25.000    | 26.000    | 4.00%   |
| H.014347.6 / 0034 |  | 0.79%  | EACH      |          |             |           |           |         |
| TS-742-37000      | Adjusting Sanitary Sewer Cleanout                            | No     | \$2100.00 | 8.000    | \$16,800.00 | 9.000     | 17.000    | 88.89%  |
| H.014347.6 / 0036 |  | 0.91%  | EACH      |          |             |           |           |         |



|  |                          |  |            |           |             |             |           |           |
|--|--------------------------|--|------------|-----------|-------------|-------------|-----------|-----------|
| TS-742-80100                                   | Sewer Line Point Repair  | No   | \$12000.00 | 2.000     | \$24,000.00 | 3.000       | 5.000     | 66.67%    |
| H.014347.6 / 0037                              |                          | 1.53%                                      | EACH       |           |             |             |           |           |
| CI-999-00010                                   | Asphalt Price Adjustment | No   | \$1.00     | -5798.060 | -\$5,798.06 | 0.000       | -5798.060 | New       |
| H.014347.6 / 0800                              |                          | -0.15%                                     | EACH       |           |             |             |           |           |
| 701-15-00100                                   | Concrete Collar          | No   | \$2872.16  | 24.000    | \$68,931.84 | 10.000      | 34.000    | 240.00%   |
| H.014347.6 / 0801                              |                          | 2.49%                                      | EACH       |           |             |             |           |           |
| CI-999-00040                                   | Fuel Price Adjustment    | No   | \$1.00     | -         | -           | 0.000       | -         | New       |
| H.014347.6 / 0802                              |                          | -0.27%                                     | EACH       |           | 10403.410   | \$10,403.41 |           | 10403.410 |
| Additional Contract Days Requested <b>None</b> |                          | Change in Amount of Contract: \$225,723.11 |            |           |             |             |           |           |

Requested By:

Recommended By:

\_\_\_\_\_  
 Ellingburg, James  
 Resident Engineer

Date: \_\_\_\_\_

\_\_\_\_\_  
 District Administrator

Date: \_\_\_\_\_

Accepted By:

CITY OF MONROE  
 Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
 DOTD Chief Const. Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Approved:

\_\_\_\_\_  
 Chief Engineer

Date: \_\_\_\_\_

State Project No. H.014347.6  
 Plan Change #002  
 Draft

Original Contract Cost: \$3,924,819.60  
 Total Approved Change Order to date: \$28,721.60  
 % of Total Approved Cost: 0.732%

**RESOLUTION**

**STATE OF LOUISIANA**

**NO.** \_\_\_\_\_

**CITY OF MONROE**

The following Resolution was offered by Mr. /Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr. /Ms. \_\_\_\_\_.

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH FRYE MAGEE, LLC FOR THE MONROE REGIONAL AIRPORT OFFSITE DRAINAGE IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the City of Monroe requires grant management and administration services for the Monroe Regional Airport Offsite Drainage Improvements Project;

**WHEREAS**, Frye Magee, LLC is a responsible provider of such services, possessing the necessary skills, expertise, and judgment to perform the identified services;

**WHEREAS**, the City desires to retain Frye Magee, LLC’s services under a Professional Services Agreement, which is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in its legal and regular session convened, that Stacey Rowell, Director of Administration, is hereby authorized to execute enter into and execute a Professional Services Agreement between the City of Monroe and Frye Magee, LLC for the Monroe Regional Airport Offsite Drainage Improvements Project.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on November 12, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) PROGRAM**  
**ADMINISTRATIVE SERVICES**

**PART I -- AGREEMENT**

This Agreement for professional services is by and between the City of Monroe, State of Louisiana (hereinafter called the "City"), acting herein by Friday Ellis, Mayor, hereunto duly authorized, and Frye Magee, LLC, a corporation organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by Thomas Magee, Managing Member, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the City has received funding under the Louisiana Community Development Block Grant-Mitigation (LCDBG) through the Louisiana Watershed Initiative (LWI) administered by the Louisiana Office of Community Development (OCD) for the Monroe Regional Airport Offsite Drainage Improvements project; and,

WHEREAS, the City desires to engage the CONSULTANT to render certain technical assistance services in connection with its LCDBG Program:

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

1) Employment of CONSULTANT

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

2) Scope of Services

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

3) Time of Performance

The services of the CONSULTANT shall commence on November 5, 2024 and shall end when the scope of services is completed. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement.

4) Access to Information

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

5) Compensation and Method of Payment

The total amount of compensation to be paid CONSULTANT under this contract for program administration shall not exceed Two Hundred Seventy-Nine Thousand Seven Hundred Five Dollars (\$ 279,705.00). CONSULTANT may not incur any program administration costs in excess of this amount (except at its own risk) without the written approval of the City.

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

Lump Sum Price

For definable work product(s) or deliverable(s) whose value can be expressed as a single price inclusive of all production costs (labor, materials and purchased service costs, allowable overhead and profit). CONSULTANT agrees to bear all the risks in producing the work product or deliverable at the agreed upon price. Because of the presumed certainty of contract task or item performance that qualifies a contract task or item as a Lump Sum price no adjustments to contract price will be permitted under this contract. For fixed price contracts no change in quantities for any Lump Sum task(s) or item(s) under this contract will be permitted. Payment of total contract price will be made upon satisfactory performance, delivery and final acceptance of contract task(s) or item(s).

Unit Price

For definable work products or deliverables whose value can be expressed as a single price inclusive of all production costs [labor, materials and purchased service costs, allowable overhead and profit] for contract tasks or items and will be needed in two or more iterations at the same agreed upon price. CONSULTANT agrees to bear all the risks and cost variance in producing or performing the contract tasks or items at the agreed upon price per unit and for the quantities specified. For fixed price contracts, no change in quantities will be permitted under this contract. For cost reimbursement contracts changes in the estimated quantities needed will be made at the specified unit price. Unless changes to the Cost Ceiling are made in accordance with PART II -- TERMS AND CONDITIONS item "C. Changes" increases in unit quantities will only be permitted if changes can be made within the Cost Ceiling of this contract.

Reimbursable Costs

For work efforts that require significant outside purchases of materials, services or from subcontractors in addition to CONSULTANT's personnel compensation costs needed to produce a work product or service. CONSULTANT's personnel compensation costs will be reimbursed for applied work efforts at the agreed upon hourly rate(s) by job title. CONSULTANT's itemized outside purchases of materials and services will be reimbursed at invoice cost identifying items by quantities and/or cost per unit.

6) Ownership Documents

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

7) Professional Liability

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

8) Indemnification

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

9) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II Terms and Conditions", "Part III Scope of Services", and "Part VI Federal Contract Provisions" consisting of ten pages, attached hereto and incorporated by reference herein.

10) Address of Notices and Communications

Friday Ellis, Mayor  
City of Monroe  
400 Lea Joyner Expressway  
Monroe, Louisiana 71201

Thomas Magee, Managing Member  
Frye Magee, LLC  
118 Tioga Road  
Ball, Louisiana 71405

11) Captions

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

12) Authorization

This Agreement is authorized by the City, copies of which are attached hereto and made a part hereof.

Frye Magee, LLC

City of Monroe

By:   
Thomas Magee, Managing Member

By: \_\_\_\_\_  
Friday Ellis, Mayor

Date: 11-6-24

Date: \_\_\_\_\_

## PART II -- TERMS AND CONDITIONS

### A. TERMINATION OF CONTRACT FOR CAUSE

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

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

### B. TERMINATION FOR CONVENIENCE OF THE CITY

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

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

### C. CHANGES

Such changes which are mutually agreed upon by and between the City and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

### D. PERSONNEL

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

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

E. ASSIGNABILITY

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

F. REPORTS AND INFORMATION

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

G. RECORDS AND AUDITS

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

H. FINDINGS CONFIDENTIAL

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

I. COPYRIGHT

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

J. COMPLIANCE WITH LOCAL LAWS

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

K. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the CONSULTANT agrees as follows:

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

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

The full and complete amounts under this contract are less than the dollar thresholds for contract coverage as specified in 24 CFR 135.3(a)(3)(ii)(B) *Contractor and subcontractor thresholds*. The work to be performed under this contract



will not be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

M. INTEREST OF MEMBERS OF THE City

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

N. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

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

O. INTEREST OF CONSULTANT AND EMPLOYEES

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

P. ACCESS TO RECORDS

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

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 4 years from the official date of close out of the grant by the OCD.

Q. CONTRACT EXPENDITURES NOT PERMITTED

The total sum of this contract, including any amendments, shall not exceed the amount of \$100,000. No expenditures for services under this contract shall be made for any type of construction or repair work, or for the employment of any mechanics or laborers, or for the purchase of any recoverable materials, or for the performance of any experimental, developmental, or research work as these terms and events are provided for in 2 CFR Part 200, Appendix II.

R. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the City. Venue of any action brought with regard to this contract shall be in the Tribal Court of the City.

S. CODE OF ETHICS

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

T. SEVERABILITY

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

U. COMPLETE CONTRACT

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

V. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

W. DEBARMENT, SUSPENSION, AND INELIGIBILITY (APPENDIX II PART 200)

The CONSULTANT represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). The CONSULTANT shall not enter into any subcontract with any sub-contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

X. INSURANCE

CONSULTANT agrees to carry and at all times keep in force adequate Commercial General, Automobile and Professional Liability insurance.

Y. PROCUREMENT OF RECOVERED MATERIALS

CONSULTANT does not anticipate purchasing and products or items listed in 40 CFR Part 247 Subpart B with funds provided by this contract.

*<Remainder of Page Intentionally Left Blank>*

### PART III – SCOPE OF SERVICES

#### **Application Preparation**

CONSULTANT shall assist the City of Monroe with preparation of the full application required by the OCD. CONSULTANT shall provide maps, narratives, and beneficiary data required for the application including census data and/or household survey documentation. For performance of this task, CONSULTANT will be paid a total lump sum price of **\$10,150.00**.

#### **General Program Administrative Tasks**

CONSULTANT shall establish project files in the local governing body's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program so that all necessary documentation is being retained in the community's files. For performance of this task, CONSULTANT will be paid a total lump sum price of **\$8,700.00**.

#### **Environmental Review**

CONSULTANT will provide a single completed Environmental Assessment in accordance with the requirements of 24 CFR Part 58 Subpart E. CONSULTANT shall be responsible for preparing all necessary public notices and documenting the public comment requirements including initiating any responses for public comments. CONSULTANT will prepare a Finding of No Significant Impact and Notice of Intent to Request Release of Funds according to the standards of HUD, and publicized and distributed according to HUD's requirements. For performance of this task, CONSULTANT will be paid a total lump sum price of **\$29,000.00**.

#### **Davis Bacon Compliance**

CONSULTANT shall obtain any additional classification and/or wage rates in accordance with the requirements of 29 CFR 5.5 and any guidance or directives from the HUD Office of Labor Relations and the State Office of Community Development.

CONSULTANT will review each Optional Form WH-347 or equivalent information provided by the contractor throughout the construction period for all the data and information required by 29 CFR 5.5 to include employee information, work classification, rate of pay, gross wages earned, deductions, net pay is complete and accurate. CONSULTANT will provide a complete and authorized "Statement of Compliance" for each payroll is included.

CONSULTANT shall conduct on-site employee interviews for at least each classification and compare the results with the appropriate payrolls and wage decision. CONSULTANT shall resolve any discrepancies found through the interviews. CONSULTANT shall record the results of each interview on the HUD form 11 "Record of Employee Interview" and resolve any discrepancies.

CONSULTANT shall initiate actions required for any wage restitution actions including notifications, computations and certified payroll corrections.

For performance of this task, CONSULTANT shall invoice monthly **\$2,320.00** for each month of on-site construction for a performance period of 18 months.

### **Section 3 Compliance**

CONSULTANT shall provide assistance to comply with Section 3 requirements of the CDBG program regulations, including obtaining all required forms/reports for Section 3 triggered contracts and sub-contracts. For performance of this task, CONSULTANT will be paid a total lump sum price of \$4,350.00 per prime construction contract.

### **Document Upload (IGX)**

CONSULTANT shall upload the required compliance documents to the OCD's online portal IGX. IGX project files must be monitored throughout the program so that all necessary documentation is being retained on IGX. For performance of this task, CONSULTANT shall invoice monthly \$580.00 for each month of document upload to IGX.

### **Financial Management**

CONSULTANT shall assist the City with their financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to: a chart of accounts, a system of internal controls, cash receipts and disbursements journal and accompanying ledgers, financial statements and should conform to generally accepted principles of municipal accounting and otherwise complies with the requirements of 24 CFR 470.489(d), CFR 570.506(h) and 2 CFR 200 Subpart D Financial Management and Subpart F Audits. CONSULTANT shall review all the components of the City's financial management system and make appropriate recommendations for compliance.

CONSULTANT shall prepare Request for Payments monthly including compiling source documents and reviewing for cost allowability. CONSULTANT shall record monthly receipts and disbursements of funds. CONSULTANT shall post the general ledger and prepare monthly financial statements as a Capital Project or Special Revenue fund. CONSULTANT shall reconcile the City's LCDBG program bank statements monthly.

For performance of this task, CONSULTANT will be paid a monthly cost reimbursement of \$2,900.00 for each month the City requests CDBG funds for the project.

### **Reporting and Project Amendments**

CONSULTANT shall assist the City to develop, input, and upload quarterly reports, period of performance extensions, budget adjustments, and project amendments as necessary. For performance of this task, CONSULTANT will be paid a monthly cost reimbursement of \$1,740.00 for each report prepared for the project.

### **Monitoring and Closeout**

CONSULTANT shall assist the City during onsite monitoring visit(s) by OCD. CONSULTANT shall provide the City any written responses required from the onsite monitoring visits by OCD. For performance of this task, CONSULTANT will be paid a total lump sum price of \$13,050.00. CONSULTANT shall prepare all necessary Closeout documents for the City's project. For performance of this task, CONSULTANT will be paid a total lump sum price of \$3,625.00.

### **Monthly Status Meeting**

CONSULTANT shall attend the monthly OCD status meetings and provide status updates to for the project. For performance of this task, CONSULTANT shall invoice monthly \$580.00 for each monthly status meeting.

*<Remainder of Page Intentionally Left Blank>*

PART IV – FEDERAL CONTRACT PROVISIONS

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where CONSULTANTS violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—CONSULTANTS that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*<Remainder of Page Intentionally Left Blank>*

Cost Reasonableness Form

City of Monroe  
 Louisiana Watershed Program - Round 2  
 Monroe Regional Airport Offsite Drainage Imps.  
 Administrative Consultant Services

Proposer: Frye Magee LLC

Date: November 5, 2024

| Description                                | Manhours per Task | Hourly Rate (Direct, OH & Profit) | Total Cost per Task | Estimated Tasks | Estimated Total Cost |
|--|-------------------|-----------------------------------|---------------------|-----------------|----------------------|
| Application Preparation (Full Application) | 70                | \$ 145.00                         | \$ 10,150.00        | 1               | \$ 10,150.00         |
| Establish and maintain program files       | 60                | \$ 145.00                         | \$ 8,700.00         | 1               | \$ 8,700.00          |
| NEPA Environmental Review Record           | 200               | \$ 145.00                         | \$ 29,000.00        | 1               | \$ 29,000.00         |
| Davis Bacon Compliance                     | 16                | \$ 145.00                         | \$ 2,320.00         | 18              | \$ 41,760.00         |
| Section 3 Compliance                       | 30                | \$ 145.00                         | \$ 4,350.00         | 4               | \$ 17,400.00         |
| Document Upload (IGX Monthly)              | 4                 | \$ 145.00                         | \$ 580.00           | 30              | \$ 17,400.00         |
| Financial Management                       | 20                | \$ 145.00                         | \$ 2,900.00         | 40              | \$ 116,000.00        |
| Reporting & Project Amendments             | 12                | \$ 145.00                         | \$ 1,740.00         | 10              | \$ 17,400.00         |
| OCD Monitoring                             | 90                | \$ 145.00                         | \$ 13,050.00        | 1               | \$ 13,050.00         |
| Grant Closeout                             | 25                | \$ 145.00                         | \$ 3,625.00         | 1               | \$ 3,625.00          |
| Monthly OCD Status Meetings                | 1                 | \$ 145.00                         | \$ 145.00           | 36              | \$ 5,220.00          |

Estimated Total Cost: \$ 279,705.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

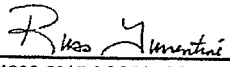
|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Turrentine Insurance Agency, Inc.<br>PO Box 12968<br><br>Alexandria LA 71315-2968 |  | <b>CONTACT NAME:</b> Russ Turrentine<br><b>PHONE (A/C, No, Ext):</b> (318) 445-3515 <b>FAX (A/C, No):</b> (318) 442-6211<br><b>E-MAIL ADDRESS:</b> Russ@turrentine.com   |  |
| <b>INSURED</b><br>Frye Magee, LLC<br>117 Tioga Road<br><br>Ball LA 71405                             |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Admiral Insurance Company NAIC # 24856<br><b>INSURER B:</b> Charter Oak Fire Insurance Company 25615<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 24-25      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDITIONAL INSURED | SUBROGATION | WAIVED | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|-------------|--------|----------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> \$2,500 Deductible<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    |             |        | FEIECC14246-11 | 04/05/2024              | 04/05/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Hired Non Owned Auto \$ 1,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    |             |        |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |                    |             |        |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N           | N/A         |        | UB4K869178     | 04/05/2024              | 04/05/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| A        | Contractor's Pollution; \$2,500 Ded. & Professional Liability; CM; \$2,500 Ded.  |                    |             |        | FEIECC14246-11 | 04/05/2024              | 04/05/2025              | Each Condition/Claim \$1,000,000<br>Aggregate \$2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project and Compliance Management & NEPA Environmental Reviews  
 The Professional Liability is a claims made form with a retroactive date of 04/05/07.  
 The certificate of insurance neither affirmatively nor negatively alters, amends, or extends the coverage afforded by the policies listed above.

|                           |   |
|---------------------------|---|
| <b>CERTIFICATE HOLDER</b> | <b>CANCELLATION</b>   |
|                           | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |

**ORDINANCE**

**STATE OF LOUISIANA  
CITY OF MONROE**

**NO.** \_\_\_\_\_

The following Ordinance was offered by Mr./Ms. \_\_\_\_\_ who moved for its adoption and was seconded by Mr./Ms. \_\_\_\_\_ :

**AN ORDINANCE REPEALING ORDINANCE NO, 12,192, RE-APPROVING AN ADMINISTRATIVE REORGANIZATION, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, under Section 4-11 of the City of Monroe Charter, the Mayor has the “right as chief executive officer to propose to the council the creation, change, alteration, combination or abolition of City departments, offices or agencies and/or the reallocation of the functions, powers, duties and responsibilities of such departments, offices or agencies, including those provided for in [the] charter”;

**WHEREAS**, on August 16, 2023, Mayor Friday Ellis submitted a “Proposed Administrative Reorganization” to the City Council, which reallocated the Planning and Urban Development Director’s functions, powers, and duties specified in Sections 4-08(B)(5) and (6) to the City Engineer;

**WHEREAS**, on September 12, 2023, City Council adopted Ordinance 12,192 which approved the administrative reorganization and “amended, reallocated, restated, and re-enacted” Sections 4-07 and 4-08 of the Charter to conform to the approved reorganization; and

**WHEREAS**, City Council desires to repeal Ordinance 12,192 to disclaim and remove any purported amendments to the City of Monroe Charter but also desires to maintain its approval of the Mayor’s August 16, 2023, Proposed Administrative Reorganization.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Ordinance No. 12,192 is hereby repealed; and

**BE IT FURTHER ORDAINED** that the “Proposed Administrative Reorganization” submitted to the Council by Mayor Friday Ellis on August 16, 2023, is hereby approved.

**This Ordinance** was introduced on the October 22, 2024.

**Notice published** on November \_\_\_\_\_, 2024.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on the November \_\_\_\_\_, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR’S APPROVAL**

\_\_\_\_\_  
**MAYOR’S VETO**



**ORDINANCE**

**STATE OF LOUISIANA  
CITY OF MONROE**

**NO.** \_\_\_\_\_

The following Ordinance was introduced by Mr./Ms. \_\_\_\_\_, who moved for its adoption and was seconded by Mr./Mrs. \_\_\_\_\_:

**AN ORDINANCE AMENDING SECTION 36-20 (TAP FEES) OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the City of Monroe owns, operates, and maintains its water system, and generates funds to operate and maintain the system from fees and charges assessed against users of the system;

**WHEREAS**, there are labor, equipment, and material costs associated with the installation of water taps for users, and the City has charged water tap fees to offset those costs;

**WHEREAS**, the City of Monroe last updated its fees for installing water taps in 2006 (Ord. No. 10,600), and the cost of materials, equipment, and labor have substantially increased since that time; and

**WHEREAS**, the City Council desires to amend Section 36-20 of the City of Monroe Code, entitled "Tap Fees" to establish new rates to install water taps and service lines to offset these costs.

**NOW, THEREFORE, BE IT ORDAIN** by the City Council of the City of Monroe, in legal session convened, that Section 36-20 of the Code of Ordinances of Monroe, Louisiana, is hereby amended to read as follows:

**Sec. 36-20. Tap Fees**

The following fees shall be paid to the city for tapping the main, laying service line to existing or proposed curb lines, and materials and equipment necessary therefor:

- |    |   |          |
|----|---|----------|
| 1. | Residential utility water tap fees for ¾-inch taps  | \$690.00 |
| 2. | Residential utility water tap fees for 1-inch taps  | \$780.00 |
| 3. | The fee for all taps greater than 1-inch, including commercial taps and fire line taps, shall be the actual cost of all materials, equipment, and labor associated with or related to tapping the main and laying the service line, plus ten percent (10%) for administrative overhead costs. |          |

When any paved street or sidewalk is to be cut, an extra charge will be made, the amount of which shall be furnished and paid when the application for the connection permit is made.

**This Ordinance** was introduced on October 22, 2024.

**Notice published** on October \_\_\_\_\_, 2024.

This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on November \_\_\_\_, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR'S APPROVAL**

\_\_\_\_\_  
**MAYOR'S VETO**

---

**Sec. 36-20. Tap fees.**

The following fees shall be paid to the city for tapping the main, laying service line to existing or proposed curb lines, and for materials and equipment necessary therefor:

1. Residential utility water tap fees for ¾-inch taps    ~~\$575.00~~            \$690.00
2. Residential utility water tap fees for 1-inch taps    ~~650.00~~            \$780.00
3. The fee for all taps above one inch, all commercial taps, and all fire line taps shall be the actual cost of all materials, equipment, and labor associated with or related to tapping the main and laying the service line, plus ten percent (10%) for administrative overhead costs.

When any paved street or sidewalk is to be cut, an extra charge will be made, the amount of which shall be furnished and paid when the application for the connection permit is made.

**ORDINANCE**

**STATE OF LOUISIANA  
CITY OF MONROE**

**NO.** \_\_\_\_\_

The following Ordinance was introduced by Mr./Ms. \_\_\_\_\_, who moved for its adoption and was seconded by Mr./Mrs. \_\_\_\_\_:

**AN ORDINANCE AMENDING SECTIONS 24-7 (PENALTIES) AND 24-8 (COSTS) OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, the elimination of blight and nuisances throughout the City is essential to the health, safety, and wellbeing of the community;

**WHEREAS**, the City of Monroe enacted Chapter 24 of the City of Monroe Code, entitled "Procedures for Abatement" to provide for the enforcement and administrative adjudication of code violations related to blight and nuisances (Ord. No. 11,732);

**WHEREAS**, as part of the enactment, the City Council established fines for code violations and permitted the assessment of costs for enforcement and adjudication (Ord Nos. 11,732 and 11,737); and

**WHEREAS**, to further deter blight and nuisances throughout the City, the City Council desires to increase the penalties for code violations provided in Section 24-7 of the Code and to establish certain costs for administrative enforcement and adjudication in Section 24-8 of the Code.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, in legal session convened, that Sections 24-7 and 24-8 of the Code of Ordinances of Monroe, Louisiana, are hereby amended to read as follows:

**Sec. 24-7. Penalties**

- (a) The penalty for each violation shall not exceed the maximum that may be imposed by municipal court as provided in R.S. 13:2575 *et seq.*, or the fine imposed by ordinance of the city council.
- (b) Each day that violation(s) continue after due notice has been served shall be deemed a separate offense at a rate set by the city council.
- (c) A schedule of penalties may be established by ordinance providing penalty amounts, consistent with subpart (a), for specific Code violation(s).
- (d) Environmental court fines.
  - (1) The fine for all first offense code violations shall be \$200.00 or less.
  - (2) The fine for all second offense code violations shall be \$400.00 or less.
  - (3) The fine for all subsequent code violations following a second offense violation shall be set at four hundred fifty dollars (\$450.00) or less.
  - (4) Daily fines may be imposed for code violations but shall not exceed fifty dollars (\$50.00) per day per violation for residential properties and two hundred fifty dollars (\$250.00) per day per violation for commercial properties. Total daily fines for residential properties shall not exceed five thousand dollars (\$5,000.00).
  - (5) Upon proof of age, all senior citizens, sixty-five (65) and older, shall be given an

additional thirty (30) days prior to enforcement under section 24-8(b).

**Sec. 24-8. Costs.**

- (a) Costs and expenses that may be recovered and enforced against a violator under this article include:
- (1) The city's direct cost for abatement;
  - (2) Costs of the investigation, enforcement, and/or remediation or abatement of a violation;
  - (3) City costs for equipment use or rental if required for abatement;
  - (4) Attorney's fees if attorney other than city attorney or assistant city attorney provides services;
  - (5) Hearing and/or court costs, which shall be fixed at one hundred dollars (\$100.00) per case or less, plus hearing officer and witness fees. In the event the city attorney or assistant city attorneys cannot serve as the hearing officer the rate of pay for such hearing officer shall be set by the city council.
  - (6) Costs of technical services and studies as may be required for abatement;
  - (7) Costs of monitoring programs necessary for correcting, monitoring, abating or mitigating violations;
  - (8) Any expense reasonably and rationally related to the city's enforcement action(s) to bring violation(s) into compliance or to abate and/or correct a violation of local, state or federal law.
  - (9) If payment is not received within thirty (30) days of personal service the mailing of the notice or statement of costs, or following any appeal hearing upholding all or part of the costs, the city may issue a demand of payment. A demand of payment shall be mailed to a violator and provide notice that, if payment is not received by the date indicated in the demand, the city may lien the property that was subject to the enforcement/abatement action for all applicable costs.

**This Ordinance** was introduced on October 22, 2024.

**Notice published** on October \_\_\_\_, 2024.

This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Ordinance was declared **ADOPTED** on November \_\_\_\_, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR'S APPROVAL**

\_\_\_\_\_  
**MAYOR'S VETO**

---

**Sec. 24-7. Penalties.**

- (a) The penalty for each violation shall not exceed the maximum that may be imposed by municipal court as provided in R.S. 13:2575 et seq., or the fine imposed by ordinance of the city council.
- (b) Each day that violation(s) continue after due notice has been served shall be deemed a separate offense at a rate set by the city council.
- (c) A schedule of penalties may be established by ordinance providing penalty amounts, consistent with subpart (a), for specific Code violation(s).
- (d) Environmental court fines.
  - (1) The fine for all first offense code violations shall be \$200.00 or less.
  - (2) The fine for all second offense code violations shall be \$400.00 or less.
  - (3) The fine for all subsequent code violations following a second offense violation shall be set at four hundred fifty dollars (\$450.00) or less.
  - (4) Daily fines may be imposed for code violations but shall not exceed fifty dollars (\$50.00) per day per violation for residential properties and two hundred fifty dollars (\$250.00) per day per violation for commercial properties. Total daily fines for residential properties shall not exceed five thousand dollars (\$5,000.00).
  - (5) Upon proof of age, all senior citizens, sixty-five (65) and older, shall be given an additional thirty (30) days prior to enforcement under section 24-8(b).

| Type of Violation  | Amount of Fine      |
|--|---------------------|
| <del>1st Offense — High grass &amp; weeds</del>                    | <del>\$100.00</del> |
| <del>2nd Offense — High grass &amp; weeds</del>                    | <del>200.00</del>   |
| <del>1st Offense — Inoperable vehicle</del>                        | <del>50.00</del>    |
| <del>2nd Offense — Inoperable vehicle</del>                        | <del>200.00</del>   |
| <del>1st Offense — Littering/illegal dumping/discarded items</del> | <del>50.00</del>    |
| <del>2nd Offense — Littering/illegal dumping/discarded items</del> | <del>200.00</del>   |
| <del>1st Offense — Derelict/unsecure structure</del>               | <del>50.00</del>    |
| <del>2nd Offense — Derelict/unsecure structure</del>               | <del>200.00</del>   |

~~All other first offense nuisance violations not listed above shall be set at fifty dollars (\$50.00) per violation or less.~~

~~All other second offense nuisance violations not listed above shall be set at two hundred dollars (\$200.00) per violation or less.~~

~~Any subsequent violation following a second offense violation shall be set at four hundred fifty dollars (\$450.00) or less.~~

~~Daily fines shall not exceed fifty dollars (\$50.00) per day per violation for residential properties and two hundred fifty dollars (\$250.00) per day per violation for commercial properties. Fines for residential properties shall not exceed five thousand dollars (\$5,000.00).~~

---

Upon proof of age, all senior citizens, ~~sixty five (65) and older, shall be given an additional thirty (30) days prior to enforcement under section 24-8(b).~~

(Ord. No. 11,732, 9-27-16; Ord. No. 11,737, 10-25-16)

### **Sec. 24-8. Costs.**

- (a) Costs and expenses that may be recovered and enforced against a violator under this article include:
- (1) The city's direct cost for abatement;
  - (2) Costs of the investigation, enforcement, and/or remediation or abatement of a violation;
  - (3) City costs for equipment use or rental if required for abatement;
  - (4) Attorney's fees if attorney other than city attorney or assistant city attorney provides services;
  - (5) Hearing and/or court costs, which shall be fixed at one-hundred dollars (\$100.00) per case or less, plus ~~including but not limited to~~ hearing officer and witness fees. In the event the city attorney or assistant city attorneys cannot serve as the hearing officer the rate of pay for such hearing officer shall be set by the city council.
  - (6) Costs of technical services and studies as may be required for abatement;
  - (7) Costs of monitoring programs necessary for correcting, monitoring, abating or mitigating violations;
  - (8) Any expense reasonably and rationally related to the city's enforcement action(s) to bring violation(s) into compliance or to abate and/or correct a violation of local, state or federal law.
- (b) If payment is not received within thirty (30) days of personal service the mailing of the notice or statement of costs, or following any appeal hearing upholding all or part of the costs, the city may issue a demand of payment. A demand of payment shall be mailed to a violator and provide notice that, if payment is not received by the date indicated in the demand, the city may lien the property that was subject to the enforcement/abatement action for all applicable costs.

(Ord. No. 11,732, 9-27-16)