



January 27, 2025

via email: kschaff@sehuey.com

Karl J. Schaff
City of West Monroe
C/O S.E. Huey, Co.
1111 N. 19th Street
Monroe, LA 71201

Proposal No. 2025.008

**Subject: LWI EA and USACE Section 404 Permitting Support
Cypress/Slack Drainage Improvements Project
West Monroe, Louisiana**

Dear Mr. Schaff:

Wetlands Unlimited, LLC (WU) is pleased to submit this proposal to the City of West Monroe, Louisiana (the City) to provide environmental and ecological support services necessary for establishing the Environmental Review Record (ERR) related to proposed upgrades at two stream crossing locations in West Monroe, as is required for funding under the Louisiana Watershed Initiative (LWI) program.

The following sections present our scope of work, schedule, and fees for completing the project. The proposed scope of work is based on information obtained during our recent correspondence regarding the project.

SCOPE OF WORK

Task 1: HUD 24 CFR Part 58 Environmental Assessment

WU will conduct an environmental review of the project location to assess potential environmental impacts from the proposed project and prepare an Environmental Assessment (EA) as required by HUD regulations. The EA will be prepared in accordance with the HUD EA requirements listed in 24 CFR Part 58 for the proposed action type. WU's completion of the EA will consist of completing the items listed in the HUD environmental review guidance. Tasks to be completed will include, but not necessarily be limited to:

- Letters of solicitation/project comment requests to required regulatory agencies
- Correspondence and client liaison with required regulatory agencies
- Project comment requests to listed tribes with interests in the project area
- Development of a Purpose and Need statement

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

- Required project mapping
- Site visit for NEPA evaluation
- HUD environmental assessment factor impact ratings
- Listing of proposed mitigation measures and controls
- Cumulative impact analysis
- Public notice drafting and publication
- Completion of the 8-Step Decision Making Process for projects in a floodplain or wetland, including required preliminary and final public notices
- Environmental Justice review
- Threatened and endangered species evaluation
- National Historic Preservation Act evaluation
- Determination of Finding of No Significant Impact or Finding of Significant Impact
- Required mapping development

Per the guidance provided by HUD, the EA is required for HUD-funded projects to satisfy components of the National Environmental Policy Act (NEPA). NEPA environmental reviews are used to determine if significant environmental impacts may occur as a result of the proposed action. An EA is a concise public document that serves to provide:

- Sufficient evidence and analysis regarding the significance of environmental impacts of the proposed action; and
- Alternatives to that proposal to aid in decision-making when there is an unresolved conflict in the use of resources.

Please note, the proposed Scope of Work and cost estimate does not include a formal endangered species survey, cultural resources study, or the generation of an Environmental Impact Statement (EIS) or other in-depth NEPA review and reporting beyond the scope of the baseline HUD ERR reporting. Should any of these items be required, WU will provide a separate proposal to complete, or oversee the completion, of the items. Additionally, the proposed fee does not include budget for publishing costs related to public notices, if required by LWI.

The proposed cost for Task 1 is **\$7,000**.

Task 2: WOTUS Delineation, Jurisdictional Determination, and Section 404 Permitting

Task 2 will consist of the completion of a delineation to determine the potential WOTUS, including streams and wetlands, which might potentially be within the footprint of the planned project. The delineation will be conducted in accordance with the procedures mandated in the *United States Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual* and *November 2010 Regional Supplement to the USACE Wetland Delineation Manual: Atlantic and Gulf Coastal Plan Region (Supplement – Version 2.0)*. The assessment activities will include reviews of readily available historical

aerial imagery, Natural Resources Conservation Service (NRCS) soil survey maps, and interviews of persons familiar with the site (as applicable). Items noted during the aforementioned assessment will be ground-truthed during a field survey of the project location. Wetland determination data points will be taken at representative potential wetland features and vegetation community changes occurring along the study transects. An estimated total acreage of WOTUS will be calculated for the entire tract and the confirmed areas of WOTUS will then be categorized accordingly under the Cowardin classification system. The information gathered during the delineation activities will be compiled into a report and submitted to the client for review. Upon approval from the client, WU will submit the report to the USACE–Vicksburg District, along with a request for a Jurisdictional Determination (JD) for WOTUS in the project area, as part of the Section 404 permitting submittal for the project.

Upon completion of the delineation, WU will prepare the required Section 404 Permit Application materials to permit the proposed activities and impacts on WOTUS. Upon completion of the application and review/approval of the application by the client, WU will submit the completed permit packages, including the delineation report and formal JD request documentation, to the USACE–Vicksburg Division. After the submittal of the permitting packages, WU will serve as the technical liaison to the USACE and provide post-submittal support to help shepherd the applications through the permitting process.

Given the preliminary information provided and the limited WOTUS impacts anticipated, WU assumes that both projects can be permitted under a Nationwide Permit (NWP). Should the project ultimately require a more intensive (Standard) permit, the scope of work and proposed costs will require adjustment accordingly.

Under the proposed scope of work, both project locations will be combined into a single delineation report in an attempt to reduce the total scope of the effort and the associated costs. While the combined option is viable for the delineation, the NWP permitting is anticipated to require separate NWP submittals for each of the locations.

WU does not anticipate the proposed projects to require compensatory mitigation, it is assumed that any compensatory mitigation required in pursuit of the USACE permits discussed in Task 2 will be achieved via the purchase of mitigation credits from a USACE-approved mitigation bank. As such, the preparation of a compensatory mitigation plan to provide mitigation via a permittee-responsible mitigation scenario is not anticipated to be necessary and not included in the quoted fee. The scope of work and quoted fees also do not provide for the purchase of compensatory mitigation credits which may be required to satisfy compensatory mitigation requirements for WOTUS impacts.

The proposed cost for Task 2 is **\$13,925**.

FEES

The cost breakdown for each of the proposed support tasks is provided in the table below:

Activity	Cost
Task 1: HUD Environmental Assessment	\$7,000
Task 2: WOTUS Delineation, JD, and 404 Permitting (2 Sites)	\$13,925
Total Project Cost	\$20,925

WU proposes to provide the scope of work contained herein on a fixed fee basis, for a total project cost of **\$20,925.00**. Since this project is expected to have an extended time frame, tasks will be progress billed incrementally, on a monthly basis.

SCHEDULE

WU is prepared to proceed immediately upon receipt of authorization to proceed.

TERMS AND CONDITIONS

Accompanying this proposal is a copy of our standard Terms and Conditions, and these Terms and Conditions are incorporated into this proposal as if fully set forth herein.

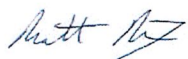
The services and fees outlined in this proposal are valid for 180 days after the submission date.

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

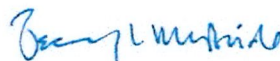
Thank you very much for the opportunity to provide you with this proposal. If you have any questions regarding the proposal or require additional information, please don't hesitate to contact us.

Sincerely:

Reviewed By:



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



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

Authorization to Proceed

WU Proposal No.: 2025.008		Value Authorized: \$20,925
Acceptance of this proposal by (Print): Mr. Karl Schaff		
Signature		Date
Title		
Company	City of West Monroe, Louisiana	
Accounts Payable Contact Details		
Name:		
Phone Number:		
Email:		

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

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

Attachments:

- Standard Terms & Conditions
- Proposed Project Locations

Wetlands Unlimited Standard Terms & Conditions

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

A. Agreement for Services

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

B. Relationship of the Parties

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

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

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

C. Confidentiality

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

D. Changed Conditions/Change of Scope

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

E. Delays

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

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

F. Termination

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

G. Ownership and Use of Documents

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

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

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

H. Disclosure

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

I. Insurance

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

J. Indemnification

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

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

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

K. Invoices

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

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

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

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

L. Method of Payment

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

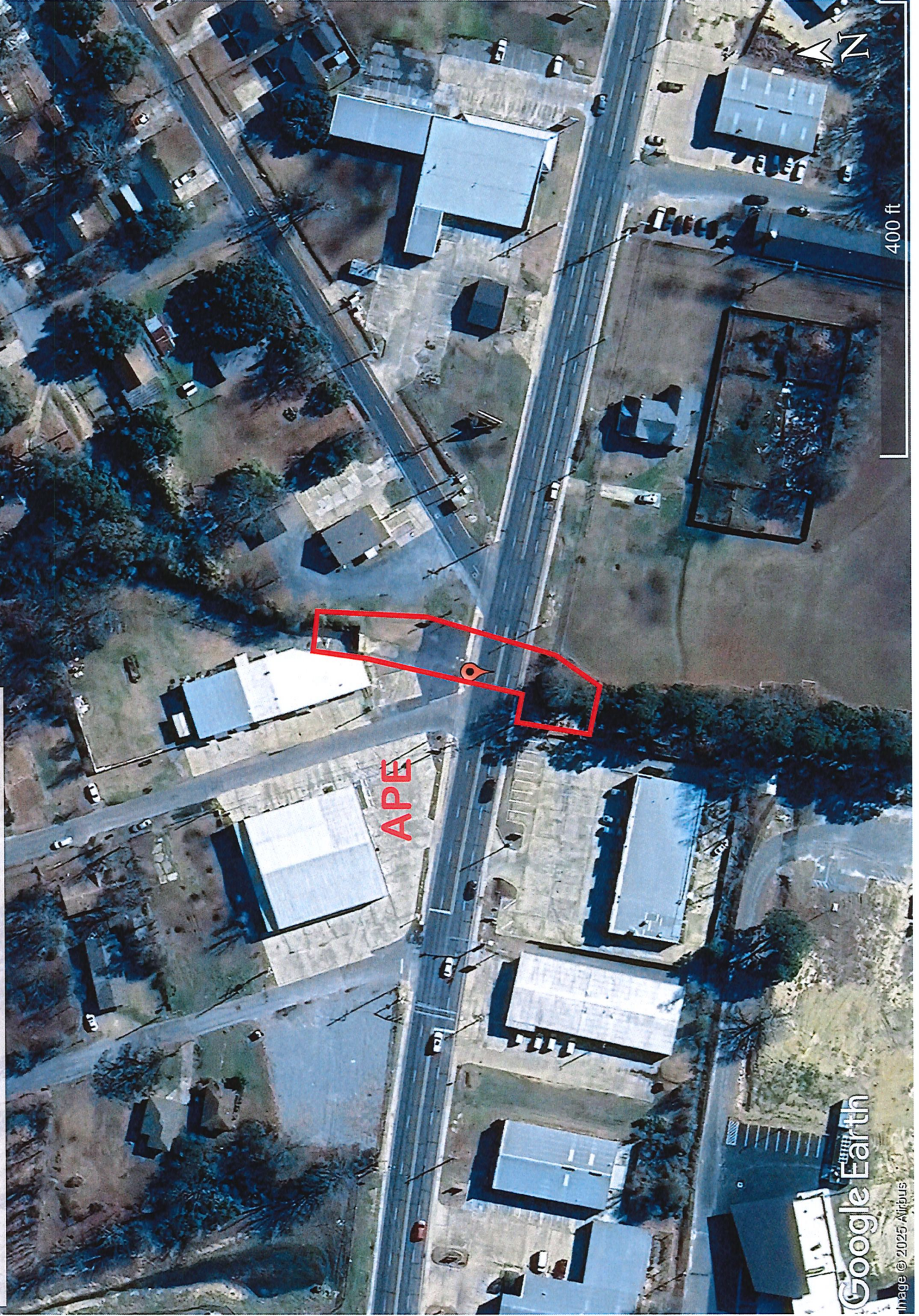
M. Validity

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

Proposed Project Locations

Cypress / Slack Drainage Improvements

Cypress St. APE



Google Earth

Image © 2025 Airbus

Cypress / Slack Drainage Improvements

Slack St. APE

APE

Google Earth

Image © 2025 Airbus

400 ft

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