



**EXHIBIT
A**

January 28, 2025

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

Proposal No. 2025.009

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

To Whom It May Concern:

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

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

SCOPE OF WORK

Phase I Cultural Survey

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

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

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

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

General

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

Standards

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

Methodology

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

Access

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

Human Remains

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

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

Report

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

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

FEES

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

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

SCHEDULE

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

TERMS AND CONDITIONS

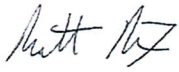
Accompanying this proposal as **Attachment B**, is a copy of WU's Standard Terms and Conditions, and these Terms and Conditions are incorporated into this proposal as if fully set forth herein.

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

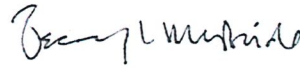
For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the acceptance page in the designated area and return a copy to either Jeffrey McBride at jeffrey@wetlandsunlimited.org or to me at matt@wetlandsunlimited.org.

Sincerely:

Reviewed By:



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



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

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

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

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

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

Attachment A - Area of Potential Effects

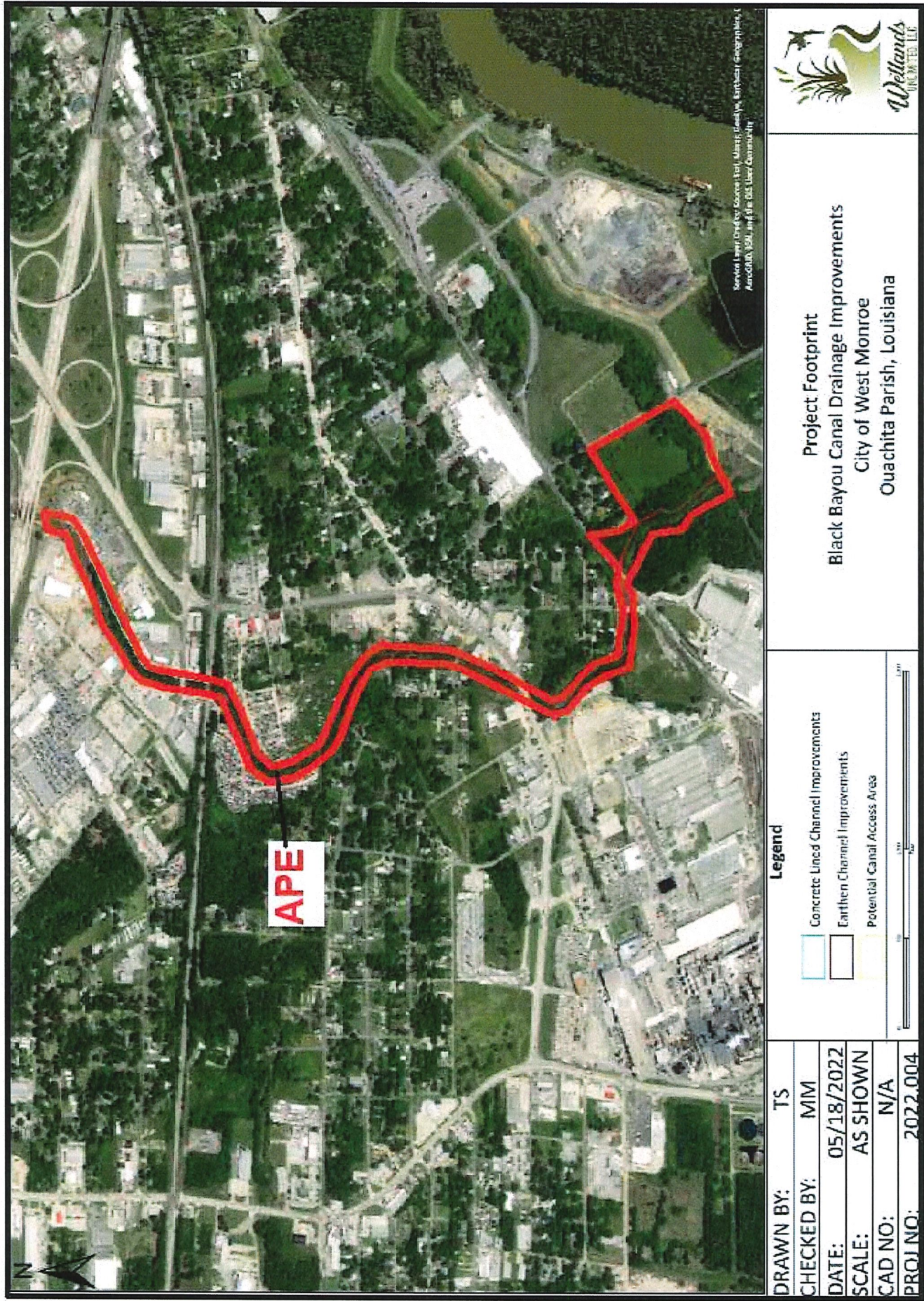


Figure 2: Aerial image depicting the APE.

Attachment B - WU Standard Terms and Conditions

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

A. Agreement for Services

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

B. Relationship of the Parties

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

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

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

C. Confidentiality

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

D. Changed Conditions/Change of Scope

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

E. Delays

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

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

F. Termination

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

G. Ownership and Use of Documents

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

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

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

H. Disclosure

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

I. Insurance

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

J. Indemnification

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

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

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

K. Invoices

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

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

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

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

L. Method of Payment

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

M. Validity

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