



(Waxmans, III - Local Fund Contract)

CONTRACT FOR PROFESSIONAL SERVICES

THE CITY OF WEST MONROE FY 2023 LCDBG - Clearance

Louisiana Community Development Block Grant Program

PART I - AGREEMENT

This Agreement for professional services is by and between the City of West Monroe, State of Louisiana (hereinafter called the "City"), acting herein by Staci Albritton Mitchell, Mayor, hereunto duly authorized, and WAXMANS, III, a Partnership organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by Robert N. Waxman, Managing General Partner, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the City intends to apply for and hopefully receive funding under the FY 2023 Louisiana Community Development Block Grant (LCDBG) Program pursuant to 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 Community Development Program:

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

1. Employment of CONSULTANT

The City hereby agrees to engage the CONSULTANT on a contingency basis, 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 services:

- a. With the assistance of the community, help conduct public hearings. This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, et cetera.
- b. Prepare the FY 2023 LCDBG Application.
- c. Prepare the Environmental Review Record.
- d. Prepare the Requests for Payment to ensure consistency with the procedures established for the LCDBG Program.
- e. Ensure that the community has an acceptable financial management system as it pertains to finances of the LCDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal, cash control register, property register, and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- f. Establish project files in local government office. These files must demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files.
- g. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of way, donation of property, et cetera).
- h. Assist the City Staff in the preparation of all bid documents and supervise the bidding process consistent with State and Federal regulations.
- i. Secure the Secretary of Labor's wage decision from the State and include it in the bid documents (N/A).
- j. Assist the engineer in preparing construction contracts which comply with State and Federal regulations.

Examples of the regulations include, but are not limited to, Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood

Insurance, Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6500.3), OMB Circular A-102 (Attachment O), Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, et cetera.

- k. Obtain contractor and subcontractor clearance from the State.
- l. Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls (N/A).
- m. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.
- n. Make progress inspections and prepare partial payment request to D.O.A.
- o. Attend and assist the City during the State's monitoring visit(s). Prepare the City's response to any monitoring findings.
- p. Assist the City in meeting the State's audit requirements.
- q. The City will make a final inspection and issue a final certificate of payment.
- r. Prepare close-out documents.

Services in each of the work areas shall be performed under and at the direction of the ELECTED OFFICIAL TITLE, or his designated representative.

### 3. Time of Performance

The services of the CONSULTANT shall commence on August 1, 2023 and be provided on a per-day basis as requested by the Mayor or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. The CONSULTANT must take whatever steps are necessary to assure that the City contract conditions are cleared within six months of the date of the City's "Authorization to Incur Costs" letter. In any event, all of the services required and performed hereunder shall not be completed until the City has received notification of final close-out from the State.

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

Payment under this contract is contingent upon the City receiving approval from the State for funds under the FY 2023 CDBG program. CONSULTANT shall only be paid for services rendered under this Agreement from Local funds for administrative costs under the provisions of the grant awarded to the City. CONSULTANT will not be entitled to any reimbursement for program administration either from the City or the State, if the City does not receive a grant award and an authorization to incur costs from the State's Office of Community Development.

Upon the City's receipt of an award of a grant and an authorization to incur costs letter from the State's Office of Community Development, the amount of compensation and reimbursement to be paid CONSULTANT under this contract for program administration shall not exceed Fifty-five Thousand Dollars (\$55,000.00).

The City shall retain ten percent (5%) of CONSULTANT'S Administrative reimbursement until the City close-out documents are sent to the State, whereupon this retainage shall be paid to CONSULTANT.

CONSULTANT will be compensated for travel in accordance with Policy and Procedure Memorandum Number 49 (State Travel Regulations - LAC 4:V.1501 et seq.).

The CONSULTANT shall submit invoices to the City for payment. See Attachment "A" for billing procedure.

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 benefitting the profession in the preparation of particular drawings, plans, specifications, studies, and reports and in the designation of particular materials for the project covered by this Contract.

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" consisting of five (5) pages, attached hereto and incorporated by reference herein. In case of a conflict, the Terms and Conditions shall govern.

10. Address of Notices and Communications

Staci Albritton Mitchell  
Mayor  
City of West Monroe  
2305 North 7<sup>th</sup> Street  
West Monroe, LA 71291

Robert N. Waxman  
Managing General Partner  
WAXMANS, III  
P. O. Box 14364  
Monroe, LA 71207-4364

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 Resolution, adopted June 6<sup>th</sup>, 2023, copies of which are attached hereto and made a part hereof.

CITY OF WEST MONROE

ATTEST:

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

\_\_\_\_\_

Staci Albritton Mitchell, Mayor

Date:

WAXMANS, III

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

Robert N. Waxman  
Managing General Partner

**ATTACHMENT "A"**

**PAYMENT SCHEDULE**

**PROFESSIONAL MANAGEMENT SERVICES**

The City of West Monroe, LOUISIANA shall reimburse WAXMANS, III for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount and based on the percentage of completion of each milestone.

- |    |  |     |
|----|--|-----|
| 1) | Establishment of Recordkeeping System                                    | 25% |
| 2) | Completion of Environmental/Special Conditions Clearance                 | 30% |
| 3) | Acquisition Activities   | 0%  |
| 4) | Completion of the Bid/Contract Award Process- Completion of Construction | 40% |
| 5) | Filing of all Required Close-Out Information                             | 5%  |

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**TOTAL LUMP SUM**

**\$55,000.00**

## 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/Parish) 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/Parish), 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/Parish) for damages sustained by the (City/Parish) by virtue of any breach of the Contract by the CONSULTANT, and the (City/Parish) 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/Parish) 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/Parish) or the OCD.

### B. TERMINATION FOR CONVENIENCE OF THE (CITY/PARISH)

The (City/Parish) 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/Parish) 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/Parish) or the OCD.

### C. CHANGES

Such changes which are mutually agreed upon by and between the (City/Parish) 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/Parish).
- 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/Parish) . 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/Parish) thereto. Provided, however, that claims for money by the CONSULTANT from the (City/Parish) 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/Parish).

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the (City/Parish) may require, shall furnish the (City/Parish) 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/Parish) 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/Parish) 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/Parish).

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/Parish).

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/Parish) and all such rights shall belong to the (City/Parish), and the (City/Parish) 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/Parish) 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/Parish) 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/Parish) 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/Parish) 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/Parish), 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/PARISH)

No member of the governing body of the (City/Parish) and no other officer, employee, or agent of the (City/Parish) 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 State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, (City/Parish) of East Baton Rouge, State of Louisiana.

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.

#### A. 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 contracting programs by any agency of the United States Government or the State of Louisiana.

#### X. INSURANCE

CONSULTANT agree 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.

**Subject:** FY 2023LCDBG Clearance Grant - Waxmans, III Contract

**From:** "Robbie Waxman" <rwaxman@bayou.com>

**Date:** 1/8/2024, 9:20 AM

**To:** <dccaldwell@gmail.com>

**CC:** "Staci Mitchell" <smitchell@westmonroe.la.gov>

Doug,

The above grant has been funded. I have attached my contract for your review.

Let me know if you have any questions.

Thanks.

Robbie Waxman

— Attachments: —

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Waxmans, III Contract.pdf

557 KB