



## REGULAR CITY COUNCIL MEETING

February 01, 2022 at 5:30 PM

Council Meeting Room, 101 North State Street,  
Abbeville, Louisiana 70510

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### AGENDA

**NOTICE POSTED: January 31, 2022 at 4:00 P.M.**

#### REGULAR ORDER OF BUSINESS

- Call to Order by Mayor
- Roll Call by Kathy Faulk
- Prayer
- Pledge

#### PERSONNEL

1. To appoint Police Department personnel.

#### PRESENTATIONS

1. Overview of Strategic Plan for Economic Development for City of Abbeville as part of the Louisiana Development Ready Communities Program by Stacey Neal, State Director, Community Competitiveness.

#### PUBLIC COMMENTS

(To allow comments on any of the following items prior to action.)

#### NEW BUSINESS

1. To authorize the Mayor to execute the Audit Engagement letter with Darnall, Sikes and Frederick.
2. To authorize the Mayor to execute the AUP (agreed upon procedures) agreement with Darnall, Sikes and Frederick.
3. To authorize the Mayor to execute the agreement with DOTD relative to the Downtown Abbeville Streetscaping Phase II project.
4. To approve the quote from Bayou Fencing for the repair of the fence along the coulee at LaFitte Park. The fence was damaged as a result of the hurricane.
5. To authorize the Mayor to execute the Low income household water assistance vendor agreement with the Louisiana Housing Corporation.
6. To approve a Class B beer and liquor permit for Murphy Oil USA located at 3007 Veterans Memorial Drive.
7. To approve a variance to the Airport Hazard Zoning Ordinance to Dunn Exploration Company, LLC for the installation of a temporary drilling rig up to 130 feet in height with the understanding that all conditions designated in the FAA Determination of No Hazard to Air Navigation for Temporary Structure are met.
8. To approve the quote from Allen Enterprises, Inc. in the amount of \$8,765.69 for the purchase of a new wind cone for the Airport.
9. To authorize the purchase of one 5hp, Zoeller submersible pump to be purchased from Griner Drilling at a cost of \$8,275.00 and the installation of the pump by to be performed by MMR for \$620.00 for North Abbeville lift station.
10. To approve the quote from Luke Deshotel Construction to pump out and clean sewer plant basin #4 at a cost of \$4,500 plus \$.60 per gallon. The expense is to be paid from American Rescue Plan Act funds.
11. To surplus unit 618, a silver Ford pickup truck, unit 560, a Snapper lawn tractor, unit 279, a 1988 Ford 800 pole truck, unit 274 a Simplicity tractor, unit 361, a diesel Gradall hydraulic excavator, unit #501, a 2008 Chevrolet Impala from the City Marshal's office and various other equipment.
12. Operation Save a Life Smoke Detector distribution - Chief Jude Mire.

- [13.](#) To approve change order #2 relative to the LaFitte Park Walking Trail project. The change order reduces the contract amount by \$3,091.69.
- [14.](#) To approve payment of partial payment number 3 in the amount of \$33,433.71 payable to Patriot Construction and Industrial, LLC for the LaFitte Park Walking Trail project.
- [15.](#) To adopt a resolution authorizing the Mayor to execute an act of acceptance from Patriot Construction and Industrial, LLC relative to the LaFitte Park Walking Trail project.
16. Discussion and possible action to permit street legal golf carts on City roads with insurance, horn, lights, seatbelts and windshield required - Councilman Francis Touchet, Jr.
- [17.](#) To approve the quote from American Integration Contractors in the amount of \$42,842.48 for the Comeaux Park Security Camera upgrade - Councilman Brady Broussard, Jr. and Councilman Francis Touchet, Jr.
18. To authorize the Mayor to negotiate a purchase price with the owners of 601 S. East Street. Said price not to exceed the appraised value of the property. If successful, the City Attorney is authorized to conduct such title work as deemed necessary, and further to authorize the Mayor to execute a cash deed transferring ownership of said property to the City.
- [19.](#) To approve payment of partial payment number 3 (final) in the amount of \$16,653.00 payable to Glenn Lege Construction, LLC for the cleaning of the concrete lined coulee project.
- [20.](#) To approve the quote in the amount \$5,021.60 for the repair of the bucket truck and the quote in the amount of \$6,884.25 for the repair of the pole truck. Both quotes are from Versalift.
21. To approve the quote in the amount of \$9,760.00 from Echo Powerline for the installation of a 3-phase 4/0 ACSR tie for 3 spans. This will tie in Gertrude Electrical Substation to Felicity Electricity Substation.

#### **OLD BUSINESS**

1. None.

#### **DEPARTMENTAL REPORTS AND UPDATES**

1. Main Street Manager
2. Public Works Director
3. Parks and Recreation Director

#### **TOPICS FOR DISCUSSION**

1. Council Members

#### **ADJOURN**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Mayor Mark Piazza's office at 337-893-8550, describing the assistance that is necessary.



**DARNALL SIKES  
& FREDERICK**

A CORPORATION OF CERTIFIED  
PUBLIC ACCOUNTANTS

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OTHER LOCATIONS:

Lafayette    Morgan City    Abbeville

December 13, 2021

Mark Piazza, Mayor  
P.O. Box 1170  
Abbeville, LA 70511-1170

Dear Mayor Piazza,

We are pleased to confirm our understanding of the services we are to provide for the City of Abbeville for the year ended December 31, 2021.

***Audit Scope and Objectives***

We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Abbeville as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Government's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Government's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary comparison schedules of General Fund and Sales Tax Funds.
2. Schedule of finding progress for the employees' health insurance programs after retirement.
3. Schedule of proportionate share of net pension liability.
4. Schedule of contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies the Government's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Major governmental funds budgetary comparison.
3. Nonmajor governmental funds combining financial statements.
4. Utility fund comparative departmental analysis of revenues and expenses.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Abbeville and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses.

Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Government's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Abbeville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Abbeville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing and submitting to the applicable authority the financial statements with related notes, schedule of expenditures of federal awards, data collection form, and the depreciation schedule of City of Abbeville in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems

designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Abbeville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Darnall, Sikes, & Frederick and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Legislative Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Darnall, Sikes, & Frederick personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Legislative Auditor. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Steven G. Moosa is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 2022 and to issue our reports no later than June 30, 2022.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$42,000 for the year's engagement. Non attest services will be billed at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of City of Abbeville's financial statements. Our report will be addressed to the President and Council of City of Abbeville. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Abbeville is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

*Government Auditing Standards* requires that we provide you with a copy of our most recent quality control review report. Our September 11, 2019 peer review report accompanies this letter.

In accordance with the provisions of state law, this engagement agreement must be approved by the legislative auditor prior to commencement of our audit.

Honorable Mark Piazza, Mayor  
City of Abbeville  
Page 8

We appreciate the opportunity to be of service to City of Abbeville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Respectfully,

## **Darnall, Sikes & Frederick**

(A Corporation of Certified Public Accountants)

ENGAGEMENT APPROVED:

Management Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



December 13, 2021

Mark Piazza, Mayor  
P.O. Box 1170  
Abbeville, LA 70511-1170

Dear Mayor Piazza,

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the City of Abbeville.

You will agree to the procedures listed in the attached schedule, and will acknowledge that the procedures to be performed are appropriate for the intended purpose of this engagement, which is to perform specified procedures on the control and compliance (C/C) areas identified in the Louisiana Legislative Auditor's (LLA's) Statewide Agreed-Upon Procedures (SAUPs) for the fiscal period ended December 31, 2021. These procedures were also agreed to by LLA, and LLA acknowledges that the procedures are appropriate for the intended purpose of the engagement.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. The agreement and acknowledgement are contained within this letter. A refusal to provide such agreement and acknowledgement will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the C/C areas. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We plan to begin our procedures on approximately January 31, 2022 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2022.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City and the LLA, and will be published on the LLA's website as a public document.

If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report.

Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You understand that the report is intended solely for the use of the City and LLA, and should not be used by anyone other than those specified parties.

There may exist circumstances that, in our professional judgment, will require we not issue a report and withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of the engagement are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations (unless otherwise specified in the agreed-upon procedures); however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the C/C areas that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the results of the procedures performed in the C/C areas, we will communicate such matters to you and will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You agree to the procedures to be performed, and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the C/C areas and ensuring that these areas are administered in accordance with the best practices criteria presented in the SAUPs; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes.

In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the C/C areas and administration of those areas in accordance with the best practices criteria in the SAUPs.

Steven G. Moosa is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Mark Piazza, Mayor  
City of Abbeville  
Page 3

We estimate that our fees for these services will not exceed \$9,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is understood that our engagement documentation is confidential information. However, we will make our engagement documentation available to any successor auditor, LLA, or recognized external quality control review organizations as requested. We will retain our engagement documentation for five years.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgement that the procedures are appropriate for their purposes.

Respectfully,

**Darnall, Sikes, & Frederick**  
(A Corporation of Certified Public Accountants)

Steven G. Moosa, CPA

ENGAGEMENT APPROVED:

This letter correctly sets forth the understanding of the City of Abbeville.

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

Title: \_\_\_\_\_

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

# *Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures – Fiscal Years Ending 12/31/2021 through 11/30/2022*

## Procedures

Report all exceptions to the following procedures, either after each procedure or after all procedures within each of the fourteen AUP categories. “Random” selections may be made using Microsoft Excel’s random number generator or an alternate method selected by the practitioner that results in an equivalent sample (e.g., those methods allowed under the AICPA Audit Guide - *Audit Sampling*).

### Written Policies and Procedures

1. Obtain and inspect the entity’s written policies and procedures and observe that they address each of the following categories and subcategories if applicable to public funds and the entity’s operations:<sup>4</sup>
  - a) **Budgeting**, including preparing, adopting, monitoring, and amending the budget
  - b) **Purchasing**, including (1) how purchases are initiated; (2) how vendors are added to the vendor list; (3) the preparation and approval process of purchase requisitions and purchase orders; (4) controls to ensure compliance with the Public Bid Law; and (5) documentation required to be maintained for all bids and price quotes.
  - c) **Disbursements**, including processing, reviewing, and approving.
  - d) **Receipts/Collections**, including receiving, recording, and preparing deposits. Also, policies and procedures should include management’s actions to determine the completeness of all collections for each type of revenue or agency fund additions (e.g. periodic confirmation with outside parties, reconciliation to utility billing after cutoff procedures, reconciliation of traffic ticket number sequences, agency fund forfeiture monies confirmation).
  - e) **Payroll/Personnel**, including (1) payroll processing, (2) reviewing and approving time and attendance records, including leave and overtime worked, and (3) approval process for employee(s) rate of pay or approval and maintenance of pay rate schedules.
  - f) **Contracting**, including (1) types of services requiring written contracts, (2) standard terms and conditions, (3) legal review, (4) approval process, and (5) monitoring process.
  - g) **Credit Cards (and debit cards, fuel cards, P-Cards, if applicable)**, including (1) how cards are to be controlled, (2) allowable business uses, (3) documentation requirements, (4)

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<sup>4</sup> For governmental organizations, the practitioner may eliminate those categories and subcategories that do not apply to the organization’s operations. For quasi-public organizations, including nonprofits, the practitioner may eliminate those categories and subcategories that do not apply to public funds administered by the quasi-public.

## ***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures – Fiscal Years Ending 12/31/2021 through 11/30/2022***

required approvers of statements, and (5) monitoring card usage (e.g., determining the reasonableness of fuel card purchases).

- h) ***Travel and expense reimbursement***, including (1) allowable expenses, (2) dollar thresholds by category of expense, (3) documentation requirements, and (4) required approvers.
- i) ***Ethics***<sup>5</sup>, including (1) the prohibitions as defined in Louisiana Revised Statute (R.S.) 42:1111-1121, (2) actions to be taken if an ethics violation takes place, (3) system to monitor possible ethics violations, and (4) a requirement that documentation is maintained to demonstrate that all employees and officials were notified of any changes to the entity's ethics policy .
- j) ***Debt Service***, including (1) debt issuance approval, (2) continuing disclosure/EMMA reporting requirements, (3) debt reserve requirements, and (4) debt service requirements.
- k) ***Information Technology Disaster Recovery/Business Continuity***, including (1) identification of critical data and frequency of data backups, (2) storage of backups in a separate physical location isolated from the network, (3) periodic testing/verification that backups can be restored, (4) use of antivirus software on all systems, (5) timely application of all available system and software patches/updates, and (6) identification of personnel, processes, and tools needed to recover operations after a critical event.
- l) ***Sexual Harassment***, including R.S. 42:342-344 requirements for (1) agency responsibilities and prohibitions, (2) annual employee training, and (3) annual reporting.

### ***Board or Finance Committee***<sup>6</sup>

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- 2. Obtain and inspect the board/finance committee minutes for the fiscal period, as well as the board's enabling legislation, charter, bylaws, or equivalent document in effect during the fiscal period, and:
  - a) Observe that the board/finance committee met with a quorum at least monthly, or on a frequency in accordance with the board's enabling legislation, charter, bylaws, or other equivalent document.
  - b) For those entities reporting on the governmental accounting model, observe that the minutes referenced or included monthly budget-to-actual comparisons on the general fund, quarterly budget-to-actual, at a minimum, on proprietary funds<sup>7</sup>, and semi-annual budget-

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<sup>5</sup> The Louisiana Code of Ethics is generally not applicable to nonprofit entities but may be applicable in certain situations, such as councils on aging. If ethics is applicable to a nonprofit, the nonprofit should have written policies and procedures relating to ethics.

<sup>6</sup> These procedures are not applicable to entities managed by a single elected official, such as a sheriff or assessor.

<sup>7</sup> Proprietary and special revenue funds are defined under GASB standards. The related procedure addresses these funds as a way to verify that boards are provided with financial information necessary to make informed decisions about entity operations, including proprietary and special revenue operations that are not required to be budgeted under the Local Government Budget Act.

## ***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures – Fiscal Years Ending 12/31/2021 through 11/30/2022***

to-actual, at a minimum, on all special revenue funds<sup>7</sup>. *Alternately, for those entities reporting on the nonprofit accounting model, observe that the minutes referenced or included financial activity relating to public funds<sup>8</sup> if those public funds comprised more than 10% of the entity's collections during the fiscal period.*

- c) For governmental entities, obtain the prior year audit report and observe the unassigned fund balance in the general fund. If the general fund had a negative ending unassigned fund balance in the prior year audit report, observe that the minutes for at least one meeting during the fiscal period referenced or included a formal plan to eliminate the negative unassigned fund balance in the general fund.

### ***Bank Reconciliations***

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3. Obtain a listing of entity bank accounts for the fiscal period from management and management's representation that the listing is complete. Ask management to identify the entity's main operating account. Select the entity's main operating account and randomly select 4 additional accounts<sup>9</sup> (or all accounts if less than 5). Randomly select one month from the fiscal period, obtain and inspect the corresponding bank statement and reconciliation for each selected account, and observe that:
  - a) Bank reconciliations include evidence that they were prepared within 2 months of the related statement closing date (e.g., initialed and dated or electronically logged);
  - b) Bank reconciliations include evidence that a member of management/board member who does not handle cash, post ledgers, or issue checks has reviewed each bank reconciliation (e.g., initialed and dated, electronically logged); and
  - c) Management has documentation reflecting that it has researched reconciling items that have been outstanding for more than 12 months from the statement closing date, if applicable.

### ***Collections (excluding electronic funds transfers)<sup>10</sup>***

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4. Obtain a listing of deposit sites<sup>11</sup> for the fiscal period where deposits for cash/checks/money orders (cash) are prepared and management's representation that the listing is complete. Randomly select 5 deposit sites (or all deposit sites if less than 5).

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<sup>8</sup> R.S. 24:513 (A)(1)(b)(iv) defines public funds

<sup>9</sup> Accounts selected may exclude savings and investment accounts that are not part of the entity's daily business operations.

<sup>10</sup> The Collections category is not required to be tested if the entity has a third party contractor performing all collection functions (i.e., receiving collections, preparing deposits, and making deposits).

<sup>11</sup> A deposit site is a physical location where a deposit is prepared and reconciled.

***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures  
– Fiscal Years Ending 12/31/2021 through 11/30/2022***

5. For each deposit site selected, obtain a listing of collection locations<sup>12</sup> and management’s representation that the listing is complete. Randomly select one collection location for each deposit site (i.e. 5 collection locations for 5 deposit sites), obtain and inspect written policies and procedures relating to employee job duties (if no written policies or procedures, inquire of employees about their job duties) at each collection location, and observe that job duties are properly segregated at each collection location such that:
  - a) Employees that are responsible for cash collections do not share cash drawers/registers.
  - b) Each employee responsible for collecting cash is not responsible for preparing/making bank deposits, unless another employee/official is responsible for reconciling collection documentation (e.g. pre-numbered receipts) to the deposit.
  - c) Each employee responsible for collecting cash is not responsible for posting collection entries to the general ledger or subsidiary ledgers, unless another employee/official is responsible for reconciling ledger postings to each other and to the deposit.
  - d) The employee(s) responsible for reconciling cash collections to the general ledger and/or subsidiary ledgers, by revenue source and/or agency fund additions, are not responsible for collecting cash, unless another employee/official verifies the reconciliation.
6. Obtain from management a copy of the bond or insurance policy for theft covering all employees who have access to cash. Observe that the bond or insurance policy for theft was enforced during the fiscal period.
7. Randomly select two deposit dates for each of the 5 bank accounts selected for procedure #3 under “Bank Reconciliations” above (select the next deposit date chronologically if no deposits were made on the dates randomly selected and randomly select a deposit if multiple deposits are made on the same day). *Alternately, the practitioner may use a source document other than bank statements when selecting the deposit dates for testing, such as a cash collection log, daily revenue report, receipt book, etc.* Obtain supporting documentation for each of the 10 deposits and:
  - a) Observe that receipts are sequentially pre-numbered.
  - b) Trace sequentially pre-numbered receipts, system reports, and other related collection documentation to the deposit slip.
  - c) Trace the deposit slip total to the actual deposit per the bank statement.
  - d) Observe that the deposit was made within one business day of receipt at the collection location (within one week if the depository is more than 10 miles from the collection location or the deposit is less than \$100 and the cash is stored securely in a locked safe or drawer).

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<sup>12</sup> A collection location is a physical location where cash is collected. An entity may have one or more collection locations whose collections are brought to a deposit site for deposit. For example, in a school district a collection location may be a classroom and a deposit site may be the school office.

***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures  
– Fiscal Years Ending 12/31/2021 through 11/30/2022***

- e) Trace the actual deposit per the bank statement to the general ledger.

***Non-Payroll Disbursements (excluding card purchases/payments, travel reimbursements, and petty cash purchases)***

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- 8. Obtain a listing of locations that process payments for the fiscal period and management’s representation that the listing is complete. Randomly select 5 locations (or all locations if less than 5).
- 9. For each location selected under #8 above, obtain a listing of those employees involved with non-payroll purchasing and payment functions. Obtain written policies and procedures relating to employee job duties (if the agency has no written policies and procedures, inquire of employees about their job duties), and observe that job duties are properly segregated such that:
  - a) At least two employees are involved in initiating a purchase request, approving a purchase, and placing an order/making the purchase.
  - b) At least two employees are involved in processing and approving payments to vendors.
  - c) The employee responsible for processing payments is prohibited from adding/modifying vendor files, unless another employee is responsible for periodically reviewing changes to vendor files.
  - d) Either the employee/official responsible for signing checks mails the payment or gives the signed checks to an employee to mail who is not responsible for processing payments.

[Note: Exceptions to controls that constrain the legal authority of certain public officials (e.g., mayor of a Lawrason Act municipality); should not be reported.]
- 10. For each location selected under #8 above, obtain the entity’s non-payroll disbursement transaction population (excluding cards and travel reimbursements) and obtain management’s representation that the population is complete. Randomly select 5 disbursements for each location, obtain supporting documentation for each transaction and:
  - a) Observe that the disbursement matched the related original itemized invoice and that supporting documentation indicates that deliverables included on the invoice were received by the entity.
  - b) Observe that the disbursement documentation included evidence (e.g., initial/date, electronic logging) of segregation of duties tested under #9, as applicable.

***Credit Cards/Debit Cards/Fuel Cards/P-Cards***

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- 11. Obtain from management a listing of all active credit cards, bank debit cards, fuel cards, and P-cards (cards) for the fiscal period, including the card numbers and the names of the persons

***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures  
– Fiscal Years Ending 12/31/2021 through 11/30/2022***

who maintained possession of the cards<sup>13</sup>. Obtain management’s representation that the listing is complete.

12. Using the listing prepared by management, randomly select 5 cards (or all cards if less than 5) that were used during the fiscal period. Randomly select one monthly statement or combined statement for each card (for a debit card, randomly select one monthly bank statement), obtain supporting documentation, and:
  - a) Observe that there is evidence that the monthly statement or combined statement and supporting documentation (e.g., original receipts for credit/debit card purchases, exception reports for excessive fuel card usage) was reviewed and approved, in writing (or electronically approved), by someone other than the authorized card holder. [Note: requiring such approval may constrain the legal authority of certain public officials (e.g., mayor of a Lawrason Act municipality); these instances should not be reported.]]
  - b) Observe that finance charges and late fees were not assessed on the selected statements.
13. Using the monthly statements or combined statements selected under #12 above, excluding fuel cards, randomly select 10 transactions (or all transactions if less than 10) from each statement, and obtain supporting documentation for the transactions (i.e. each card should have 10 transactions subject to testing)<sup>14</sup>. For each transaction, observe that it is supported by (1) an original itemized receipt that identifies precisely what was purchased, (2) written documentation of the business/public purpose, and (3) documentation of the individuals participating in meals (for meal charges only). For missing receipts, the practitioner should describe the nature of the transaction and note whether management had a compensating control to address missing receipts, such as a “missing receipt statement” that is subject to increased scrutiny.

***Travel and Travel-Related Expense Reimbursements<sup>15</sup> (excluding card transactions)***

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14. Obtain from management a listing of all travel and travel-related expense reimbursements during the fiscal period and management’s representation that the listing or general ledger is complete. Randomly select 5 reimbursements, obtain the related expense reimbursement forms/prepaid expense documentation of each selected reimbursement, as well as the supporting documentation. For each of the 5 reimbursements selected:
  - a) If reimbursed using a per diem, observe that the approved reimbursement rate is no more than those rates established either by the State of Louisiana or the U.S. General Services Administration ([www.gsa.gov](http://www.gsa.gov)).

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<sup>13</sup> Including cards used by school staff for either school operations or student activity fund operations.

<sup>14</sup> For example, if 3 of the 5 cards selected were fuel cards, only 10 transactions would be selected for each of the 2 credit cards. Conceivably, if all 5 cards randomly selected under procedure #12 were fuel cards, Procedure #13 would not be applicable.

<sup>15</sup> Non-travel reimbursements are not required to be tested under this category.

## ***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures – Fiscal Years Ending 12/31/2021 through 11/30/2022***

- b) If reimbursed using actual costs, observe that the reimbursement is supported by an original itemized receipt that identifies precisely what was purchased.
- c) Observe that each reimbursement is supported by documentation of the business/public purpose (for meal charges, observe that the documentation includes the names of those individuals participating) and other documentation required by written policy (procedure #1h).
- d) Observe that each reimbursement was reviewed and approved, in writing, by someone other than the person receiving reimbursement.

### ***Contracts***

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15. Obtain from management a listing of all agreements/contracts for professional services, materials and supplies, leases, and construction activities that were initiated or renewed during the fiscal period. *Alternately, the practitioner may use an equivalent selection source, such as an active vendor list.* Obtain management’s representation that the listing is complete. Randomly select 5 contracts (or all contracts if less than 5) from the listing, excluding the practitioner’s contract, and:
- a) Observe that the contract was bid in accordance with the Louisiana Public Bid Law<sup>16</sup> (e.g., solicited quotes or bids, advertised), if required by law.
  - b) Observe that the contract was approved by the governing body/board, if required by policy or law (e.g. Lawrason Act, Home Rule Charter).
  - c) If the contract was amended (e.g. change order), observe that the original contract terms provided for such an amendment and that amendments were made in compliance with the contract terms (e.g. if approval is required for any amendment was approval documented).
  - d) Randomly select one payment from the fiscal period for each of the 5 contracts, obtain the supporting invoice, agree the invoice to the contract terms, and observe that the invoice and related payment agreed to the terms and conditions of the contract.

### ***Payroll and Personnel***

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16. Obtain a listing of employees and officials<sup>17</sup> employed during the fiscal period and management’s representation that the listing is complete. Randomly select 5 employees or officials, obtain related paid salaries and personnel files, and agree paid salaries to authorized salaries/pay rates in the personnel files.

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<sup>16</sup> If the entity has adopted the state Procurement Code, replace “Louisiana Public Bid Law” with “Louisiana Procurement Code.”

<sup>17</sup> “Officials” would include those elected, as well as board members who are appointed.

***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures  
– Fiscal Years Ending 12/31/2021 through 11/30/2022***

17. Randomly select one pay period during the fiscal period. For the 5 employees or officials selected under #16 above, obtain attendance records and leave documentation for the pay period, and:
- a) Observe that all selected employees or officials<sup>18</sup> documented their daily attendance and leave (e.g., vacation, sick, compensatory). (Note: Generally, officials are not eligible to earn leave and do not document their attendance and leave. However, if the official is earning leave according to a policy and/or contract, the official should document his/her daily attendance and leave.)
  - b) Observe that supervisors approved the attendance and leave of the selected employees or officials.
  - c) Observe that any leave accrued or taken during the pay period is reflected in the entity’s cumulative leave records.
  - d) Observe that the rate paid to the employees or officials agree to the authorized salary/pay rate found within the personnel file.
18. Obtain a listing of those employees or officials that received termination payments during the fiscal period and management’s representation that the list is complete. Randomly select two employees or officials, obtain related documentation of the hours and pay rates used in management’s termination payment calculations and the entity policy on termination payments. Agree the hours to the employee or officials’ cumulative leave records, agree the pay rates to the employee or officials’ authorized pay rates in the employee or officials’ personnel files, and agree the termination payment to entity policy.
19. Obtain management’s representation that employer and employee portions of third-party payroll related amounts (e.g. payroll taxes, retirement contributions, health insurance premiums, garnishments, workers’ compensation premiums, etc.) have been paid, and any associated forms have been filed, by required deadlines.

***Ethics<sup>19</sup>***

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20. Using the 5 randomly selected employees/officials from procedure #16 under “Payroll and Personnel” above, obtain ethics documentation from management, and:
- a. Observe that the documentation demonstrates each employee/official completed one hour of ethics training during the fiscal period.

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<sup>18</sup> “Officials” would include those elected, as well as board members who are appointed.

<sup>19</sup> The Louisiana Code of Ethics is generally not applicable to nonprofit entities but may be applicable in certain situations, such as councils on aging. If ethics is applicable to a nonprofit, the procedures should be performed.

***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures  
– Fiscal Years Ending 12/31/2021 through 11/30/2022***

- b. Observe that the entity maintains documentation which demonstrates each employee and official were notified of any changes to the entity’s ethics policy during the fiscal period, as applicable.

***Debt Service***<sup>20</sup>

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- 21. Obtain a listing of bonds/notes and other debt instruments issued during the fiscal period and management’s representation that the listing is complete. Select all debt instruments on the listing, obtain supporting documentation, and observe that State Bond Commission approval was obtained for each debt instrument issued.
- 22. Obtain a listing of bonds/notes outstanding at the end of the fiscal period and management’s representation that the listing is complete. Randomly select one bond/note, inspect debt covenants, obtain supporting documentation for the reserve balance and payments, and agree actual reserve balances and payments to those required by debt covenants (including contingency funds, short-lived asset funds, or other funds required by the debt covenants).

***Fraud Notice***

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- 23. Obtain a listing of misappropriations of public funds and assets during the fiscal period and management’s representation that the listing is complete. Select all misappropriations on the listing, obtain supporting documentation, and observe that the entity reported the misappropriation(s) to the legislative auditor and the district attorney of the parish in which the entity is domiciled.
- 24. Observe that the entity has posted on its premises<sup>21</sup> and website, the notice required by R.S. 24:523.1 concerning the reporting of misappropriation, fraud, waste, or abuse of public funds.<sup>22</sup>

***Information Technology Disaster Recovery/Business Continuity***

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- 25. Perform the following procedures, **verbally discuss the results with management, and report “We performed the procedure and discussed the results with management.”**
  - a. Obtain and inspect the entity’s most recent documentation that it has backed up its critical data (if no written documentation, inquire of personnel responsible for backing up critical data) and observe that such backup occurred within the past week. If backups are stored on a physical medium (e.g., tapes, CDs), observe evidence that backups are encrypted before being transported.

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<sup>20</sup> This AUP category is generally not applicable to nonprofit entities; however, if applicable, the procedures should be performed.

<sup>21</sup> Observation may be limited to those premises that are visited during the performance of other procedures under the AUPs.

<sup>22</sup> This notice is available for download or print at [www.la.gov/hotline](http://www.la.gov/hotline).

***Louisiana Legislative Auditor – Statewide Agreed-Upon Procedures  
– Fiscal Years Ending 12/31/2021 through 11/30/2022***

- b. Obtain and inspect the entity’s most recent documentation that it has tested/verified that its backups can be restored (if no written documentation, inquire of personnel responsible for testing/verifying backup restoration) and observe evidence that the test/verification was successfully performed within the past 3 months.
- c. Obtain a listing of the entity’s computers currently in use, and their related locations, and management’s representation that the listing is complete. Randomly select 5 computers and observe while management demonstrates that the selected computers have current and active antivirus software and that the operating system and accounting system software in use are currently supported by the vendor.

***Sexual Harassment***

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- 26. Using the 5 randomly selected employees/officials from procedure #16 under “Payroll and Personnel” above, obtain sexual harassment training documentation from management, and observe that the documentation demonstrates each employee/official completed at least one hour of sexual harassment training during the calendar year.
- 27. Observe that the entity has posted its sexual harassment policy and complaint procedure on its website (or in a conspicuous location on the entity’s premises if the entity does not have a website).
- 28. Obtain the entity’s annual sexual harassment report for the current fiscal period, observe that the report was dated on or before February 1, and observe that it includes the applicable requirements of R.S. 42:344:
  - a. Number and percentage of public servants in the agency who have completed the training requirements;
  - b. Number of sexual harassment complaints received by the agency;
  - c. Number of complaints which resulted in a finding that sexual harassment occurred;
  - d. Number of complaints in which the finding of sexual harassment resulted in discipline or corrective action; and
  - e. Amount of time it took to resolve each complaint.



Office of Engineering  
PO Box 94245 | Baton Rouge, LA 70804-9245  
ph: 225-379-1025 | fx: 225-379-1857

John Bel Edwards, Governor  
Shawn D. Wilson, Ph.D., Secretary

January 20, 2022

Mr. Chris Gautreaux, Public Works Director  
City of Abbeville  
101 N. State St  
Abbeville, LA 70510

RE: **Original Agreement**  
**State Project No. H.014198**  
F.A.P. No. H014198  
Downtown Abbeville Streetscaping, PH II  
Vermilion Parish

Dear Mr. Gautreaux:

Transmitted herewith is one (1) pdf. Original Agreement between the Department of Transportation and Development (DOTD) and City of Abbeville.

Please print 2 copies of the attached agreement and have all agreements signed and witnessed in the appropriate places. The original signed documents can be mailed, **undated** to:

**DOTD**  
**Attention: Tonya Robertson**  
**P.O. Box 94245, Office 405HH**  
**Baton Rouge, LA 70804-9245**

The documents will be dated following its execution by the Department, and an original signed agreement will be returned to you for your files.

If you have any questions or comments, please contact **Tonya Robertson** at (225) 379-1953 or email to [tonyic.robertson@la.gov](mailto:tonyic.robertson@la.gov).

To satisfy our legal requirements, please furnish us with a current **Original Resolution** authorizing the signatory party to execute these documents on behalf of the City of Abbeville and return with the signed documents.

Sincerely,

*Tonya H. Robertson*  
for Kathy Ward  
Contract/Grants Reviewer Manager

KW:tr  
Attachments  
pc: Mr. Stephen Meek

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.014198  
FEDERAL AID PROJECT NO. H014198  
DOWNTOWN ABBEVILLE STREETSCAPING, PH. II  
LA 14, LA 82  
VERMILION PARISH**

**THIS AGREEMENT**, is made and executed in two originals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “**DOTD**,” and **City of Abbeville**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**”.

**WITNESSETH:** That;

**WHEREAS**, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

**WHEREAS**, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

**WHEREAS**, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

**WHEREAS**, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

**WHEREAS**, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

**WHEREAS**, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

## **ARTICLE I: PROJECT DESCRIPTION**

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to construct new Portland cement concrete sidewalks and install streetscaping features and related work along Concord Street (LA 14) from approximately 30 feet west of Jefferson Street to State Street (LA 82) within State and City right of way, in Abbeville, Vermilion Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.014198 and Federal Project No. H014198**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

<b>Responsibility Table Roadway Control Section 055-06</b>			
	<b>Entity</b>	<b>DOTD</b>	<b>Comments</b>
Roadway Owner	No	Yes	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation) <sup>2</sup>	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

**ARTICLE II: FUNDING**

Except for services hereinafter specifically listed to be furnished solely at DOTD’s expense or solely at the Entity’s expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as “FHWA,” contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

<b>Funding Table<sup>1</sup></b>			
<b>Roadway Control Section 055-06</b>			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) <sup>2</sup>	100%	0%	
Utility Permits	100%	0%	
Construction (Limited as stated in FCL)	20%	80%	Any additional approved federal funds past original limit will be 80% Federal, 20% Entity
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

<sup>1</sup>Percentages are to be applied to the amount shown in the most current fully executed Memorandum of Estimated Project Costs.

<sup>2</sup>Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct.

The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

### **ARTICLE III: PROJECT RESPONSIBLE CHARGE**

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the

magnitude and complexity of the Project;

- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

#### **ARTICLE IV: PERIOD OF PERFORMANCE**

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

#### **ARTICLE V: CONSULTANT SELECTION**

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

**Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.**

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a

Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

#### **ARTICLE VI: ENVIRONMENTAL PROCESS**

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

#### **ARTICLE VII: PRE-CONSTRUCTION ENGINEERING**

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part

630 (“Preconstruction Procedures”), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on

the DOTD website:

([http://wwwsp.dotd.la.gov/Inside\\_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx](http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

#### **ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION**

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the “Location & Survey Manual.”

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required

for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

#### **ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY**

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

#### **ARTICLE X: PERMITS**

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public

individuals and pursuant to local, State or Federal rules, regulations, or laws.

## **ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION**

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

## **ARTICLE XII: BIDS FOR CONSTRUCTION**

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services

Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

### **ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION**

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must

meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.

3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.

4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.

5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

#### **ARTICLE XIV: SUBCONTRACTING**

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### **ARTICLE XV: DBE REQUIREMENTS**

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the “Required Contract Provisions for

DBE Participation in Federal Aid Construction Contracts” are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

## **ARTICLE XVI: DIRECT AND INDIRECT COSTS**

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity’s failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system

that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **ARTICLE XVII: RECORD RETENTION**

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

## **ARTICLE XVIII: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

## **ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS**

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972,

as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XX: INDEMNIFICATION**

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE**

##### **Construction– DOTD**

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the

Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

### **Construction– Entity**

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be

recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

## **ARTICLE XXII: COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

## **ARTICLE XXIII: VENUE**

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

**IN WITNESS THEREOF**, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

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

**CITY OF ABBEVILLE**

BY: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
05-172-0498

DUNS Number

\_\_\_\_\_  
20.205

CFDA Number

**WITNESSES:**

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

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

BY: \_\_\_\_\_

Secretary

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_

# BAYOU FENCING & SUPPLY, INC.

P.O. Box 875  
Abbeville, LA 70510  
(337) 893-6672  
FAX (337) 898-9740

*"QUALITY MAKES A DIFFERENCE"*

Chain Link \* Wood \* Ornamental \* Gate Operators \* Access Controls

**DUE TO THE VOLATILITY OF THE STEEL MARKET, PRICES ARE GOOD FOR 5 DAYS**

January 12, 2022

City of Abbeville  
Attn: Tommy Picard

Re: Fencing Along Coulee

Scope of Work:

Remove and replace 170 ft. of 4 ft. high chain link fencing, no gates. Material specifications:

1. 4 ft. 9 gauge fabric
2. 1 5/8" SPS40 top rail
3. 2" SPS40 line posts
4. 2 1/2" SPS40 terminal posts
5. All posts set in the ground with concrete

**NOTE: This is estimated. Actual time and materials will be invoiced.**

**Total: \$ 5, 057.50**

All work performed according to ASTM and UL 325 standards and practices. Our company is licensed in the State of Louisiana (#28139) and licensed with the State Fire Marshal's Office to install gate operators and access controls (#F662). We are fully insured, and a certificate of insurance can be furnished upon request.

Thank you for allowing us the opportunity to bid this project. If you have any questions, please give us a call at our office.

Regards,  
Gloria Michel



## Low Income Household Water Assistance Vendor Agreement

Louisiana Housing Corporation  
2415 Quail Drive, Baton Rouge, LA 70808  
(225) 763-8700

### 1. Purpose

This Agreement (“Agreement”) shall govern the purchase of water services from the Vendor on behalf of households eligible for the Low-Income Household Water Assistance Program (LIHWAP). As set by Term Eleven in the [supplemental terms and conditions](#), Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to eligible households for such services. This Agreement is a contract between the **Louisiana Housing Corporation**, (“Agency”), and City of Abbeville, Louisiana (“Vendor”) for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low Income Household Water Assistance Program [supplemental terms and conditions](#).

### 2. Term of Agreement

This Agreement shall be in effect from the date a completed, signed, and dated Agreement is received by the Agency and will remain in effect until June 30, 2024. The Agreement shall not bind, nor purport to bind, the Agency for any commitment in excess of the original Agreement period.

### 3. Modifications of Agreement

Any and all modifications to this Agreement shall be in writing and agreed upon by both parties.

### 4. Termination of Agreement

This Agreement will terminate effective immediately upon determination by the Agency that the Vendor is not in compliance with the terms of this Agreement. The Vendor will be notified within 15 calendar days of the termination.

Either the Agency or the Vendor may terminate this Agreement with or without cause and without cost by giving the other party at least 60 calendar days written notice. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit.

## 5. Agency Responsibilities

The Agency will:

- a. Provide outreach activities in an equitable manner to ensure notification of program is given to the potentially eligible households.
- b. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- c. Based on established criteria, determine household eligibility for LIHWAP based on the State approved Grantee Plan in a timely manner.
- d. Provide authorization for approved clients and services.
- e. Review invoice(s) submitted by the Subgrantees. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- f. Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the Vendor with the terms herein.
- g. Payment Setup: Checks for individual households. Checks should have utility account number listed.
- h. Comply with all relevant state and federal laws and regulation in its implementation of the LIHWAP. Follow all [supplemental terms and conditions](#) as set forth by the Administration for Children and Families. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.

The Agency will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the [supplemental terms and conditions](#):

- i. Track the number and income levels of households assisted by this award;
  - ii. Collect the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
  - iii. Gather administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
- i. Be responsible for planning and prioritizing funds for households in communities throughout their jurisdiction with the exception of households within tribal jurisdictions for which OCS has reserved a portion of [LIHWAP funds](#).

## 6. Vendor Responsibilities

The Vendor shall:

- a. Provide the Agency a copy of the Employer Identification Number document or Social Security card which was issued to the Vendor and which displays the number used by the IRS as the Vendor's tax identification number.
- b. Provide the Agency with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- c. Notify the Agency immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the Agency.
- d. Notify the Agency within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.
- e. Notify the Agency if the business owner or other key employee is employed by the Agency as well as if a member of his/her immediate family is employed by the Agency. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner and who is a dependent of the owner.) *[Applies to privately owned Water Companies]*

The Agency will evaluate the relationship to determine if there is a conflict of interest that will preclude the Vendor from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

- f. Not serve as the vendor for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year.) *[Applies to privately owned Water Companies]*
- g. Not serve as the vendor for a dwelling/property that s/he owns. *[Applies to privately owned Water Companies]*

#### **Financial Information/Billing:**

- h. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under LIHWAP.
- i. Charge LIHWAP households using the Vendor's normal billing process.
- j. Restore water services upon payment or pledge (if possible).
- k. After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days.
- l. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- m. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- n. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

- o. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- p. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active and the household is approved for LIHWAP assistance.
- q. Clearly enter, on LIHWAP households' bill, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the LIHWAP.
- r. Provide a statement to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- s. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year ending September 30<sup>th</sup> of each year.
- t. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- u. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- v. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- w. Take corrective action in the time frame specified by the Agency if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Vendor into compliance.
- x. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

**Data Collection:**

The data must be provided within a time frame specified by the Agency and must be provided in the format requested by the Agency. The data must be provided to the Agency (or an authorized agent for the Agency) for the purposes of verification, research, evaluation, analysis, and reporting. The household's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

- y. Provide, at no cost to the Agency or the household, the data requested below by or on behalf of the Agency, as set forth in the [supplemental terms and conditions](#);
  - i. Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.

- ii. Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
- iii. Provide the type of water assistance used by household, i.e., drinking water, wastewater etc.
- iv. Identify the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
- v. Notify the Agency of any household situation that threatens life, health, or safety.

## **7. Joint Duties**

Both the Vendor and the Agency agree to meet with designated staff quarterly to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the [supplemental terms and conditions](#).

## **8. General Conditions**

- a. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
- b. **DISCRIMINATION:** The Vendor shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination.
- c. **CONFIDENTIALITY:** The Vendor and the Agency agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and Agency's written consent and only in accordance with federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Agency of any breach or suspected breach in the security of such information. The Vendor shall allow the Agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- d. **SUBCONTRACTS:** The Agency reserves the right to require the Vendor to obtain permission to subcontract any portion of the work. If requested by the Agency, the Vendor shall furnish the Agency the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- e. **FRAUD:** The Vendor will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

- f. NON-FRAUD OVERPAYMENTS: For overpayments received by the Vendor that are not the result of intent to defraud, the Vendor shall be required to repay the full amount to the Agency.
- g. BINDING ON HEIRS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- h. DUE AUTHORIZATION. The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- i. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

The parties to this Agreement acknowledge the responsibilities, specified above, and will provide the accomplishment of this service in a mutually acceptable and efficient manner.

City of Abbeville, Louisiana

Vendor Name

---

Signature of Authorized Representative

Mark Piazza/Mayor

---

Printed Name/Title of Representative

---

Date

# Water Utility Information Form

<b>Company Name:</b> City of Abbeville, Louisiana	<b>Doing Business As (DBA), if applicable:</b>
<b>Vendor Legal Name (as used on Federal Tax Return for Business):</b> City of Abbeville, Louisiana	<b>Company Owner Name:</b> N/A
<b>Type of Entity:</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate <b>Utility:</b> <input type="checkbox"/> Investor Owned <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	<b>Taxpayer Identification (ID) Number:</b> 72-6000002 <hr/> <input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
<b>Program Primary Contact Name/Title:</b> Kathleen S. Faulk/Secretary-Treasurer	<b>Telephone Number:</b> 337-893-8550
<b>Office Physical Address:</b> 101 N. State Street, Abbeville, LA 70510	<b>Mailing Address for Correspondence:</b> PO Box 1170, Abbeville LA 70511-1170
<b>Email Address:</b> abbevilleclerk@cityofabbeville.net	<b>Office Fax Number:</b> 337-898-4298
<b>Contact Name/Title Regarding Payments:</b> Maxia Hutchinson/Billing Specialist	<b>Telephone Number Regarding Payments:</b> 337-898-4226
<b>Mailing Address for Payments:</b> PO Box 1170, Abbeville LA 70511-1170	<b>Email Address Regarding Payments:</b> mhutchinson@cityofabbeville.net
<b>SERVICES PROVIDED AND BILLED BY VENDOR</b>	
<input type="checkbox"/> Water Fees	<input checked="" type="checkbox"/> Wastewater/Sewer Fees <input checked="" type="checkbox"/> Other
<input type="checkbox"/> Stormwater Fees	<input type="checkbox"/> Groundwater Fees <u>Electricity</u>

**ZIP CODES SERVED**

**Please indicate which zip code you will serve by listing the zip codes below.**

70510					
70511					

**AFTER SIGNING THE AGREEMENT AND COMPLETING THE VENDOR PROFILE DATA PAGES,  
MAIL THE ORIGINALS OF THE SIGNATURE PAGE AND THE VENDOR PROFILE DATA PAGE**

**TO: Louisiana Housing Corporation  
Attn: Lauren Holmes, Housing Deputy Administrator  
11637 Industriplex, Blvd.  
Baton Rouge, LA 70809**

**Remember to keep a copy for your records.**

**RESOLUTION NO.: R-22-\_\_\_**

**BE IT KNOWN AND REMEMBERED**, that pursuant to a public notice, a regularly scheduled meeting of the City Council of the City of Abbeville was held on the 1st day of February, 2022, commencing at 5:30 o'clock p.m. at City Hall, 101 North State Street, Abbeville, Louisiana, where the following resolution was moved, duly seconded, passed and adopted, to-wit:

**WHERE AS**, The Louisiana Housing Authority provides assistance to qualified low income households for the payment of certain bills for water usage; and

**WHERE AS**, the City of Abbeville, as the provider of water to said households, must enter into an agreement with The Louisiana Housing Authority which authorizes it to provide its services to the City's qualified low income households; and

**WHERE AS**, it is in the best interest of the City of Abbeville and its citizens, who may qualify for this assistance, for the City to enter into such an agreement with The Louisiana Housing Authority.

**THEREFORE BE IT RESOLVED**, that Mayor Mark F. Piazza be, and the same is, hereby authorized to appear on behalf of the City to execute the said agreement and to do and perform all acts necessary in the premises to secure the benefits made available by The Louisiana Housing Authority for qualified low income households.

**APPROVED AND ADOPTED** on this 1st day of February, 2022.

---

Hon. Mark F. Piazza, Mayor

---

Mr. Francis J. Plaisance  
Councilman at Large

---

Ms. Roslyn R. White  
Councilwoman District A

---

Mr. Francis Touchet, Jr.  
Mayor Pro-Tem/Councilman District B

---

Mr. Brady Broussard, Jr.  
Councilman District C

---

Ms. Terry Y. Broussard  
Councilwoman District D

## C E R T I F I C A T E

I, Kathleen S. Faulk, the duly qualified and appointed Clerk of the City of Abbeville, State of Louisiana, do hereby certify that the above and foregoing resolution was duly approved at the regular meeting of the Mayor and City Council of the City of Abbeville held on February 1, 2022.

THUS DONE AND SIGNED in Abbeville, Louisiana on this \_\_\_\_\_ day of February, 2022.

---

Kathleen S. Faulk, City Secretary/Treasurer

**QUOTE**



**ALLEN ENTERPRISES, INC.**  
 Airport Lighting Equipment Sales & Service  
 5659 Commerce Drive, Suite 100  
 Orlando, FL 32839-2969  
 Phone (407) 857-6778

**Customer:** M2840

**Quote Number:** 0064398

**BILL TO:**  
 SELLERS & ASSOCIATES, INC.  
 LAFAYETTE, LA 70506

**SHIP TO:** 1  
 SELLERS & ASSOCIATES, INC.  
 LAFAYETTE, LA 70506

Print Date/Quote Date	Ship Via	FOB	Terms
01/25/2022	BEST WAY	ORIGIN PPD&ADD	VISA
01/25/2022		SP: 0003 KM ALLEN ENTERPRISES	

QTY QUOTED	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	HBL807-S2-IN-66A-ON-3	L-807, SZ 2, 12', LED,6.6A, INT LIT, W/L-810 HINGED POLE LESS ANCHOR BOLT ASSEMBLY	5,242.96	5,242.96
1.00	35C0082	L-830-6 TX 200W 6.6A/6.6A	215.81	215.81
1.00	HB1049-0012	ANCHOR BOLT CAGE ASSEMBLY (4) 5/8" 8" X 8" X 35" FOR L-807 WIND CONE	377.67	377.67
1.00	*/FREIGHT		65.00	65.00
1.00	HBL807-MARINE TREAT	FREIGHT TO SHIP ANCHOR BOLT CAGE ASSEMBLY L807 MARINE TREAT OPTION	2,034.25	2,034.25

Valid for 30 days

Net:	7,935.69
(Estimated or TBD)Freight:	830.00
Sales Tax: NONTAX	0.00
<b>Total:</b>	<b>8,765.69</b>



**Hali-Brite Inc.**  
**1119 Madison Street**  
**Brainerd, MN 56401**  
 Phone: 218-454-0956  
 Fax: 218-454-0972  
 Email: Sales@Halibrite.com

# Quotation

Quote Number:  
m30319  
 Quote Date:  
Jan 25, 2022  
 Expiration Date:  
2/24/22

Quoted to: Sellers & Associates Inc  
 148-B Easy Street  
 Lafayette, LA 70506

Ship To: Sellers & Associates Inc  
 Attn: T.J.  
 IYA Airport  
 ABBEVILLE, LA 70510

**Phone** (337) 232-0777  
**Email:** tjsavoy@sellersandassociates.com

Customer ID	Ship Via	Payment Terms	Sales Rep
LOLASEAS	AEI	Prepaid	Nick Loreno

Quantity	Item	Description	Unit Price	Extension
1.00	L807-S2-IN-66A-ON-3	L807 Windcone-S2-Int LED-6.6a-FAA Cert.Incl: LED Light, L-810 OB Light, Nylon Sock,Hinged Steel Pole/Winch, Anchor Bolts	5,504.51	5,504.51
1.00	L807-Marine Treated	HC 8530.80.0000 US *L830 200W not incl. L807 Marine Treat Option. Marine Grade Powder Coating, Stainless Steel hardware throughout, Stainless winch, aircraft cable, Bearings, Anchor. 100 MI OF SEA	1,952.88	1,952.88
1.00	L830-6 200W 66/661	ISOLATION TRANSFORMER 200W- 66A (PRIM)- 66A (SEC)- 60 HZ- PART #11685	274.04	274.04
1.00	SH	SHIPPING includes booking, loading, insurance.	1,058.00	1,058.00
1.00	SH NOTE-ST	SHIPPING Anchor Bolts L807* SALES TAX, IF APPLICABLE, WILL BE ADDED TO THE FINAL INVOICE	72.00	72.00
		Shipping to Abbeville Chris Crusta Memorial Airport (IYA)		
		Second shipping charge listed is if anchor bolts need to ship prior to L807.		
		TJ Savoy <tjsavoy@sellersandassociates.com>		

**Note: Credit Card payments will be subject to a 2% surcharge**  
**Note: Sales Tax, if applicable, will be added to final invoice**

Subtotal	8,861.43
Sales Tax	
Freight	
<b>Total</b>	<b>8,861.43</b>

# Memo

**To:** Mayor Mark Piazza  
**From:** Chris Gautreaux  
**cc:** Name  
**Date:** 01-25-2022  
**Re:** Surplus

- 
- |   |           |
|---|-----------|
| 1. Unit # 618 2003 Silver Ford Pickup 1FTRW07603KD59101       | City Barn |
| 2. Unit # 560 Snapper Lawn Tractor 24hp Rays                  | City Barn |
| 3. Snapper Pro 60 inch cut 2013232661                         | City Barn |
| 4. Snapper Pro 72 inch cut 2013232704                         | City Barn |
| 5. Unit # 279 1988 Ford 800 Pole Truck                        | Pole Barn |
| 6. 01580 Sullivan Palatek compressor Ser#25069                | City Barn |
| 7. Unit #274 Simplicity Tractor with loader                   | City Barn |
| 8. Sabre Lawn Tractor no deck                                 | City Barn |
| 9. 1992 Diesel International Street Sweeper 1HTSAZRN8NH436888 | City Barn |
| 10. Unit #361 Diesal Gradall Hydr Excavator 0133370           | City Barn |

**CONTRACT CHANGE ORDER NO. 2**

JOB NO.: 9018-01 DATE: January 26, 2022

PROJECT: Lafitte Drive-In Park Recreational Trail Grant No. H.014336

OWNER: City of Abbeville

CONTRACTOR: Patriot Construction and Industrial, LLC, 1026 Toby Mouton Road, Duson, LA 70529

You are hereby requested to comply with the following change from the original contract plans and specifications:

ITEM	DESCRIPTION	UNIT QUANTITY	UNIT PRICE	DECREASE	INCREASE
A.	Adjust contract quantities to reflect as-built quantities.				
2.	Cast Iron Frame and Grate Sidewalk Drain, per lump sum,	-1.00	\$ 672.91	\$ -672.91	
3.	Concrete Walk (4" Thick), per sq. yd.,	54.00	\$ 33.71		\$1,820.34
5.	#610 Limestone, per ton,	-26.67	\$ 224.56	\$ -5,989.02	
11.	12" Wide Swale Ditch, per ln. ft.	-120.00	\$ 33.56	\$ -4,027.20	
E1	#610 Limestone Truckload Measurement	82.53	\$ 70.00		\$ 5,777.10
<b>SUB-TOTAL</b>				\$ -10,689.13	\$ 7,597.44
<b>TOTAL DECREASE</b>				\$ -3,091.69	

The difference of \$3,091.69 is hereby deducted from the total contract price and the adjusted contract price to date therefore is \$145,333.62.

The contract time will remain unchanged. .

RECOMMENDED:  DATE: 1/28/22  
 SELLERS & ASSOCIATES, INC., ENGINEERS

ACCEPTED:  DATE: 1/31/2022  
 PATRIOT CONSTRUCTION AND INDUSTRIAL, LLC,  
 CONTRACTOR

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CITY OF ABBEVILLE, OWNER

N:\DATA\9018 Lafitte Drive In Park\Construction\9018-01 CCO#2 corrected.wpd

**ESTIMATE FOR PARTIAL PAYMENT NO. 3**

PROJECT: FHWA Recreational Trails Program for Louisiana Grant No. H.014336 Lafitte Drive-In Park  
 OWNER: City of Abbeville  
 CONTRACTOR: Patriot Construction & Industrial, LLC, 1026 Toby Mouton Rd., Duson, LA 70529  
 NOTICE TO PROCEED DATE: January 17, 2022 PAYMENT PERIOD: 01/15/22 to 01/25/22  
 CONTRACT TIME: 120 CALENDAR DAYS DAYS USED: 43 % TIME USED: 35.83%  
 CONTRACT PRICE: \$ 145,333.62 TOTAL THIS PERIOD: \$ 141,188.26 % COMPLETE: 97.15%

Item No.	Description	CONTRACT			QUANTITY			Amount
		Quantity	Unit	Price	Current	Previous	Total	
<b>BASE BID</b>								
1.	Mobilization	1.00	L.S.	4,795.20	0.00	1.00	1.00	4,795.20
2.	Cast Iron Frame and Grate Sidewalk Drain	16.00	Each	672.91	0.00	15.00	15.00	10,093.65
3.	Concrete Walk (4" Thick)	2,106.00	Sq. Yd.	33.71	0.00	2,160.00	2,160.00	72,813.60
4.	Concrete Walk (6" Thick)	20.00	Sq. Yd.	62.57	0.00	20.00	20.00	1,251.40
5.	#610 Limestone	130.00	Ton	224.56	59.10	44.23	103.33	23,203.78
6.	6-Foot Walk-In Gate	1.00	Each	1,955.00	0.00	1.00	1.00	1,955.00
7.	Remove Existing Drop Inlet	1.00	Each	920.51	0.00	1.00	1.00	920.51
8.	Furnish and Install Drop Inlet	2.00	Each	2,548.09	0.00	2.00	2.00	5,096.18
9.	15" PVC Schedule 40 Pipe	60.00	Ln. Ft.	103.66	0.00	60.00	60.00	6,219.60
10.	12" PVC Schedule 40 Pipe	40.00	Ln. Ft.	103.66	0.00	40.00	40.00	4,146.40
11.	12' Wide Swale Ditch	390.00	Ln. Ft.	33.56	120.00	150.00	270.00	9,061.20
IE	#610 Limestone Truckload Measurement	82.53	Ton	70.00	82.53	0.00	82.53	5,777.10

<b>ORIGINAL CONTRACT PRICE:</b>	<u>\$ 148,425.31</u>	TOTAL OF ABOVE ITEMS	<u>\$ 145,333.62</u>
<b>CONTRACT CHANGE ORDER NO. 1:</b>	<u>\$ -</u>	LESS 5% OF UNCOMPLETED WORK ON ITEMS 2 AND 3	<u>\$ 4,145.36</u>
<b>CONTRACT CHANGE ORDER NO. 2:</b>	<u>\$ (3,091.69)</u>	OTHER (MATERIAL ON HAND)	<u>\$ -</u>
		<b>TOTAL VALUE OF COMPLETED WORK</b>	<u>\$ 141,188.26</u>
		LESS 10% RETAINED	<u>\$ 1,453.33</u>
		NET AMOUNT DUE TO DATE	<u>\$ 139,734.93</u>
		LESS PREVIOUS PAYMENTS	<u>\$ 106,301.22</u>
<b>ADJUSTED CONTRACT PRICE:</b>	<u>\$ 145,333.62</u>	<b>AMOUNT DUE THIS ESTIMATE</b>	<u>\$ 33,433.71</u>

CERTIFIED CORRECT:

RECOMMENDED FOR PAYMENT:

**PATRIOT CONSTRUCTION & INDUSTRIAL, LLC**  
CONTRACTOR

**SELLERS & ASSOCIATES, INC.**  
LAFAYETTE - ABBEVILLE, LOUISIANA

BY:   
DATE: 1-31-2022

BY:   
DATE: 1/28/22

**CITY OF ABBEVILLE**  
OWNER

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

A motion was made by \_\_\_\_\_, and  
duly seconded by \_\_\_\_\_, and duly adopted:

**RESOLUTION OF ACCEPTANCE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF ACCEPTANCE FROM PATRIOT CONSTRUCTION AND INDUSTRIAL, LLC, PERTAINING TO THE COMPLETION OF THE CONTRACT FOR THE FHWA - RECREATION TRAILS PROGRAM FOR LOUISIANA / GRANT NO. H.014336 LAFITTE DRIVE-IN PARK REC TRAIL.

*WHEREAS*, Patriot Construction and Industrial, LLC, as Contractor, has completed the FHWA - Recreation Trails Program for Louisiana / Grant No. H.014336 Lafitte Drive-In Park Rec Trail in accordance with the plans and specifications contained in the contract documents pertaining thereto; and

*WHEREAS*, the City of Abbeville desires to accept the completed work; and

*NOW, THEREFORE, BE IT RESOLVED* by the City of Abbeville that the Mayor of said City of Abbeville be, and is hereby empowered, authorized, and directed to execute a Notice of Acceptance for and on behalf of the City of Abbeville, accepting the work as being completed upon the recommendation of the engineer, and that he be authorized and directed to have a copy of said acceptance recorded in the Conveyance Records of the Parish of Vermilion, State of Louisiana.

*THEREUPON*, the above resolution was declared adopted.

\*\*\*\*\*

**CERTIFICATE**

I, Kathy Faulk, City Clerk of the City of Abbeville, do hereby certify that the above is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Abbeville on \_\_\_\_\_, 2022, at which time a quorum was present and voting.

\_\_\_\_\_  
KATHY FAULK, CITY CLERK  
CITY OF ABBEVILLE, LOUISIANA

**NOTICE OF ACCEPTANCE**

*TO WHOM IT MAY CONCERN*, and especially all subcontractors, architects, engineers, master mechanics, mechanics, workmen, laborers, and furnishers of materials, machinery and fixtures:

Public notice is hereby given, according to law, that the undersigned Owner has accepted the work done by Patriot Construction and Industrial, LLC, Contractor, domiciled at 1026 Toby Mouton Road, Duson, LA 70529, under the contract with said firm for the FHWA - Recreation Trails Program for Louisiana / Grant No. H.014336 Lafitte Drive-In Park Rec Trail.

All subcontractors, architects, engineers, master mechanics, mechanics, workmen, laborers, and furnishers of materials, machinery, fixtures and supplies must assert whatever claims they have against the said Contractors or against the property growing out of the execution of the contract according to law, within forty-five (45) days from registration hereof.

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MARK PIAZZA, MAYOR  
CITY OF ABBEVILLE  
ABBEVILLE, LOUISIANA

\_\_\_\_\_, 2022



## PROPOSAL

Customer Name	City of Abbeville	Date	12/27/2021	Quote No.	2211227CL01	
Customer Address	City of Abbeville Parks & Recreation Comeaux Park	Project Reference	Comeaux Park Security Camera Upgrade			
		AIC Point of Contact:	Chuck Landry 337-316-0542 chuck@getaic.com			

State of Louisiana LAPS Contract Number 4400021458 Description: AIC Brand Name Surveillance Equipment

QTY	PART NUMBER	DESCRIPTION	LIST	DISCOUNT	REVISED/ DISCOUNTED UNIT PRICE	LINE TOTAL
7	100269	6.0 MP WDR; LightCatcher; 4.9-8mm f/1.8 P-iris lens; Integrated IR; Next-Generation Analytics	\$1,285.00	4.29%	\$1,229.87	\$8,609.09
6	100264	4.0 MP WDR; LightCatcher; 3.3-9mm f/1.3 P-iris lens; Integrated IR; Next-Generation Analytics	\$1,142.00	4.29%	\$1,093.01	\$6,558.06
5	100306	2.0 MP WDR; LightCatcher; Day/Night; Outdoor Dome; 2.8mm f/1.2; IR	\$400.00	4.29%	\$382.84	\$1,914.20
13	100098	Junction box for the H5A Bullet; H4A HD Bullet; H4SL HD Bullet; or H4 Thermal cameras.	\$90.00	4.29%	\$86.14	\$1,119.82
9	100101	Pole mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	\$90.00	4.29%	\$86.14	\$775.26
18	100462	ACC 7 Enterprise camera channel	\$290.00	4.29%	\$277.56	\$4,996.08
1	400050	NVR4 Value 12TB; 1U Rack Mount; Windows 10; NA	\$5,700.00	4.29%	\$5,455.47	\$5,455.47
1	300087	1U Rack mount shelf for HDVA3 8-port. Adjustable to fit 641mm to 910mm rack depth.	\$135.00	4.29%	\$129.21	\$129.21
1	101254	AIC Cat6 Plenum 1000ft	\$396.00	10.00%	\$356.40	\$356.40
7	200021	AIC 8 Port PoE Switch	\$472.00	5.00%	\$448.40	\$3,138.80
4	200068	Balance 20 Router	\$318.48	10%	\$286.63	\$1,146.52
5	101276	Access Point Kit with Bracket and Ethernet Cable	\$388.89	10%	\$350.00	\$1,750.00
1	201539	Indoor single port Gigabit PoE++ 60W; 802.3bt compliant; North American power cord included. May be used in USA; Canada; European Union; Australia and New Zealand. Temperature range of the PoE injector is -10C to +40C (14 °F to 104 °F). Compatible only with cameras requiring the 802.3bt PoE ++ standard.	\$150.00	4.29%	\$143.57	\$143.57
54	600004	Labor - Installation Technician III - American Integration Contractors on site installation by Installation Technician III to include unpacking inventory, assembly of components, rack mounting of chassis, patch cord/cross connects and powering up of equipment. NOTE: Vertical and horizontal wiring and cabling, materials, equipment room, patch panels/frames/racks, etc. and labor. Charges are specifically excluded from the contract Brand Name: American Integration Contractors.	\$125.00	0.00%	\$125.00	\$6,750.00
<b>TOTAL</b>						<b>\$42,842.48</b>

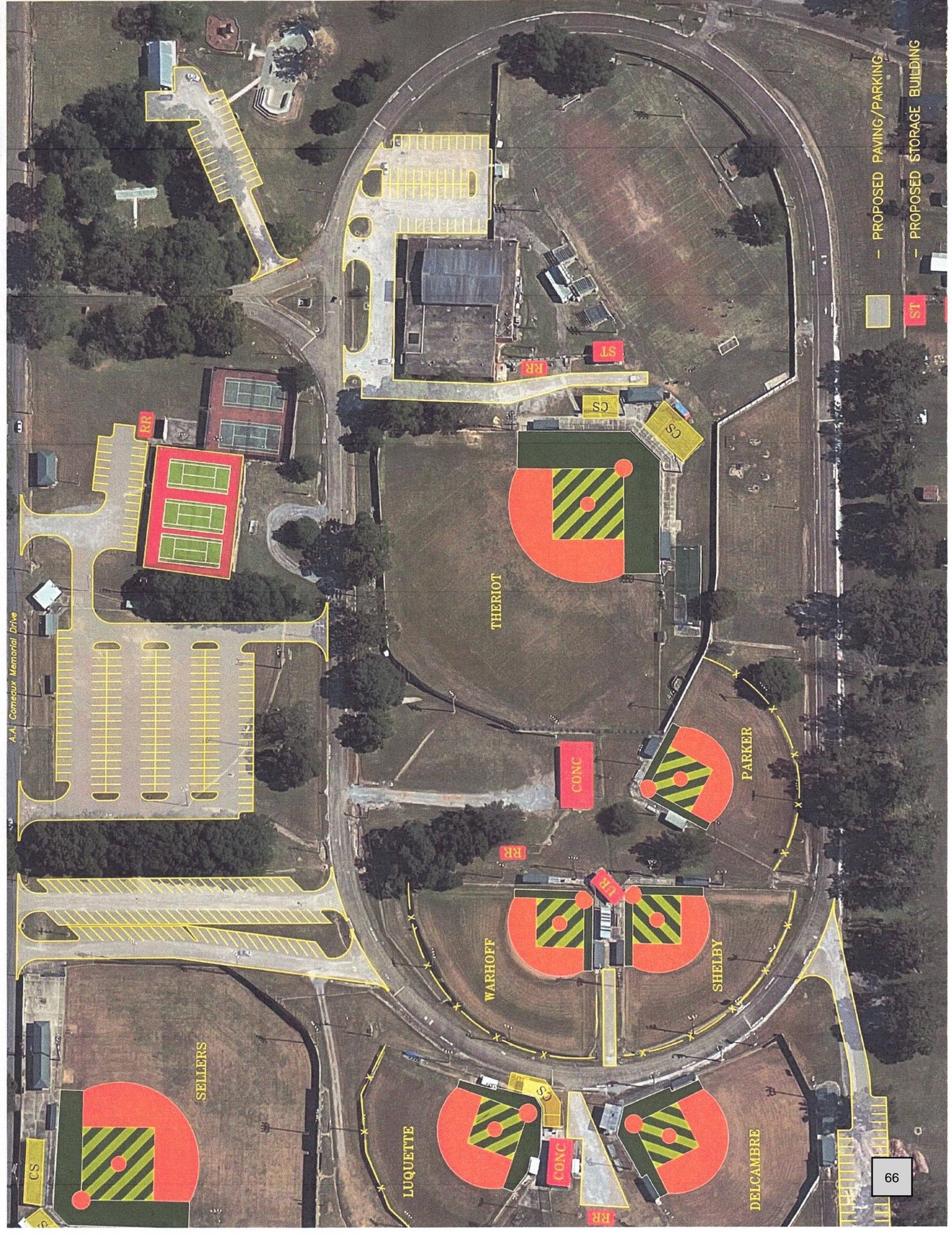
P.O Box 92996

Lafayette, LA 70509-2996



888-829-8534

[www.getAIC.com](http://www.getAIC.com)



A.A. Comeaux Memorial Drive

SELLERS

WARHOFF

THERIOT

SHELBY

PARKER

LUQUETTE

DELCAMBRE

— PROPOSED PAVING/PARKING

— PROPOSED STORAGE BUILDING

**ESTIMATE FOR PARTIAL PAYMENT NO. 3 (Final)**

PROJECT: Cleaning Concrete Lined Coulee  
 OWNER: City of Abbeville  
 CONTRACTOR: Glenn Lege Construction, LLC, 1339 Fortune Road, Youngsville, LA 70592  
 NOTICE TO PROCEED DATE: April 12, 2021 PAYMENT PERIOD: \_\_\_\_\_ to \_\_\_\_\_  
 CONTRACT TIME: 60 CALENDAR DAYS DAYS USED: 0 % TIME USED: 0.00%  
 CONTRACT PRICE: \$ 47,318.70 TOTAL THIS PERIOD: \$ 47,318.70 % COMPLETE: 100.00%

Item No.	Description	CONTRACT			QUANTITY			Amount
		Quantity	Unit	Price	Current	Previous	Total	
	<b>Base Bid:</b>							
1.	Clearing of Tree Limbs and Bushes Over Coulee from Fence Line Through or Upward and Vegetation and Silt on Bottom of Coulee and Stock Piling of All Waste Material at Intersecting Streets from Station No. 13+53 on Sheet No. 3 to Station No. 34+75 on Sheet No. 5,	1.00	L. S.	12,266.80	0.00	1.00	1.00	12,266.80
2.	Removal of Stock Pile of All Waste Material at Intersecting Streets from Item No. 1 and Disposal of Material at the Vermilion Parish Solid Waste Facility on Birch Road, Fees Will Apply Per Load,	1.00	L. S.	8,326.50	1.00	0.00	1.00	8,326.50
3.	Clearing of Tree Limbs and Bushes Over Coulee from Fence Line Through or Upward and Vegetation and Silt on Bottom of Coulee and Stock Piling of All Waste Material at Intersecting Streets from Station No. 52+00 on Sheet No. 9 to Station No. 63+60 on Sheet No. 11,	1.00	L. S.	18,398.90	0.00	1.00	1.00	18,398.90
4.	Removal of Stock Pile of All Waste Material at Intersecting Streets from Item No. 3 and Disposal of Material at the Vermilion Parish Solid Waste Facility on Birch Road, Fees Will Apply Per Load,	1.00	L. S.	8,326.50	1.00	0.00	1.00	8,326.50

ESTIMATE FOR PARTIAL PAYMENT NO. 3 (Final)

PROJECT: Cleaning Concrete Lined Coulee  
 OWNER: City of Abbeville  
 CONTRACTOR: Glenn Lege Construction, LLC, 1339 Fortune Road, Youngsville, LA 70592  
 NOTICE TO PROCEED DATE: April 12, 2021 PAYMENT PERIOD: \_\_\_\_\_ to \_\_\_\_\_  
 CONTRACT TIME: 60 CALENDAR DAYS DAYS USED: 0 % TIME USED: 0.00%  
 CONTRACT PRICE: \$ 47,318.70 TOTAL THIS PERIOD: \$ 47,318.70 % COMPLETE: 100.00%

<b>ORIGINAL CONTRACT PRICE:</b>	\$ <u>47,318.70</u>	TOTAL OF ABOVE ITEMS	\$ <u>47,318.70</u>
		OTHER (MATERIAL ON HAND)	\$ <u>-</u>
		<b>TOTAL VALUE OF COMPLETED WORK</b>	\$ <u>47,318.70</u>
		LESS 10% RETAINED	\$ <u>-</u>
		NET AMOUNT DUE TO DATE	\$ <u>47,318.70</u>
		LESS PREVIOUS PAYMENTS	\$ <u>30,665.70</u>
<b>ADJUSTED CONTRACT PRICE:</b>	\$ <u>47,318.70</u>	<b>AMOUNT DUE THIS ESTIMATE</b>	\$ <u>16,653.00</u>

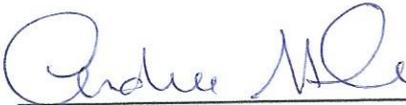
(To be paid using local ARPA Funds)

CERTIFIED CORRECT:

RECOMMENDED FOR PAYMENT:

GLENN LEGE CONSTRUCTION, LLC  
CONTRACTOR

SELLERS & ASSOCIATES, INC.  
LAFAYETTE - ABBEVILLE, LOUISIANA

BY:   
 DATE: 01/27/22

BY:   
 DATE: 1/25/22

CITY OF ABBEVILLE  
OWNER

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Big Bucket

Quote# ST40688  
January 31, 2022  
City of Abbeville  
Stewart Head



A TIME MANUFACTURING COMPANY

1200 Texas Central Parkway  
P.O. Box 21415  
Waco, Texas 76702-1415  
Fax Number (254) 776-8025  
versalift-southwest.com  
store.versalift-southwest.com

Here is a Quote on repairing Unit# 528 Altec AA55, S/N - 0409EM0619. Please review Quote. If you have any questions, please contact Lonnie Isgitt @ 254-644-9585. \*NOTE\* Freight Charges are not included in Quote Price. Freight Charges will be added at Billing. There will be a 3% credit card surcharge on all transactions over \$5,000.

DESCRIPTIONS	HOURS	PARTS
1. Upper Controls not working properly. Trouble shoot. Found Upper Control Single Stick Assembly badly worn out. Needs to be replaced. Remove and replace Single Stick Controller. Test operation.	4	\$ 2,544.72
2. Bucket Leveling not working properly. Trouble shoot and contacted Altec to make sure of finding were correct. Altec did agree. Master Leveling Cylinder needs to be repaired. Removed cylinder from Unit. Removed and replaced Seals in Cylinder and Counter Balance Valves. Re-installed Cylinder in Unit. Cycled System to make sure all air is out of System. Test operation.	3.5	\$ 808.88
Drive Time	4 hrs @ 140.00 (Field Service)	\$ 560.00
Parts Total		\$ 3,353.60
Labor Total	7.7 hrs @ 140.00 (Field Service)	\$ 1,078.00
Surcharge		\$ 30.00
<b>GRAND TOTAL</b>		<b>\$ 5,021.60</b>

This price does not include tax where applicable.

\* Quote good for 30 days only\*

If you have any further questions please let us know thank you.

Customer will be notified immediately if any additional repairs are required.

\*\*\* This price does not include any large option reconections.

Lonnie Isgitt  
Cell 254-644-9585  
Email: lonnieisgitt@versalift.com

Joe Rangel  
Office: 254-420-5341  
Email: joerangel@versalift.com

Please sign and date for approval \_\_\_\_\_

Please provide PO# (if needed or assigned) \_\_\_\_\_

Pole Truck

Quote# ST40689  
January 31, 2022  
City of Abbeville  
Stewart Head



A TIME MANUFACTURING COMPANY

1200 Texas Central Parkway  
P.O. Box 21415  
Waco, Texas 76702-1415  
Fax Number (254) 776-8025  
versalift-southwest.com  
store.versalift-southwest.com

Here is a Quote on repairing Unit# 493 Alrtec DM47TR S/N - 0807DV2983. Please review Quote. If you have any questions, please contact Lonnie Isgitt @ 254-644-9585. \*NOTE\* Freight Charges are not included in Quote Price. Freight Charges will be added at Billing. There will be a 3% credit card surcharge on all transactions over \$5,000.

DESCRIPTIONS	HOURS	PARTS
1. During use Unit at times will shut down. Trouble shoot. Found PTO Rocker Switch bad. Unit will stop working at times. Found Boom Stow Switch and Switch Bracket Housing damaged. Auger Two Speed Slide	3	
2. Remove and replace Boom Stow Switch/Mounting Bracket.	1	\$ 1,822.05
3. Remove and replace PTO Rocker Switch .	0.5	\$ 66.48
4. Repair Slide Tube Mounting Bracket	1.5	
5. Remove and replace Auger Motor Hydraulic Hoses and install New Auger Two-Speed Slide Tube and install new Mounting Bracket.	4	\$ 3,005.72
Drive Time	4 hrs @ 140.00 (Field Service)	\$ 560.00
Parts Total		\$ 4,894.25
Labor Total	10 hrs @ 140.00 (Field Service)	\$ 1,400.00
Surcharge		\$ 30.00
<b>GRAND TOTAL</b>		<b>\$ 6,884.25</b>

This price does not include tax where applicable.

\* Quote good for 30 days only\*

If you have any further questions please let us know thank you.  
Customer will be notified immediately if any additional repairs are required.  
\*\*\* This price does not include any large option reconections.

Lonnie Isgitt  
Cell 254-644-9585  
Email: lonnieisgitt@versalift.com

Joe Rangel  
Office: 254-420-5341  
Email: joerangel@versalift.com

Please sign and date for approval \_\_\_\_\_

Please provide PO# (if needed or assigned) \_\_\_\_\_