

**CONTRACT FOR ENGINEERING SERVICES  
BLACK BAYOU CANAL IMPROVEMENTS - THOMAS ROAD AREA (EDA)**

THIS CONTRACT FOR ENGINEERING SERVICES (hereinafter simply referred to as this "Contract"), by and between CITY OF WEST MONROE, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, OWNER proposes to undertake a project known as the "BLACK BAYOU CANAL IMPROVEMENTS - THOMAS ROAD AREA (EDA)" (hereinafter referred to as the "PROJECT"); and

WHEREAS, OWNER is receiving funding from the U.S. Department of Commerce Economic Development Administration (EDA) for construction of the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design improvements, prepare final construction plans and specifications, provide contract administration, and provide on-site construction observation/inspection as necessary or appropriate for proper review of construction activities by contractor for the PROJECT; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for fees set forth in this Contract.

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

OWNER hereby employs and retains ENGINEERS, and ENGINEERS agree to provide all requested engineering and surveying services necessary for the performance of the items of WORK for the PROJECT, including contract administration and on-site construction observation, as more fully provided in SCOPE OF SERVICES.

**SCOPE OF PROJECT**

The PROJECT for which services will be provided for under this Contract consists of the design and construction services for the replacement of approximately 1,660-ft of concrete drainage canals in the vicinity of Thomas Road in West Monroe.

**SCOPE OF SERVICES ("WORK")**

The services to be performed by the ENGINEERS are as follows:

- 1) Provide topographic survey as required for analysis and design of the PROJECT.
- 2) Ensure that all permitting and environmental clearances are completed as required by regulatory agencies.
- 3) Prepare construction plans and bid package in conformance with applicable regulatory requirements.
- 4) Administer advertisement, letting, and award of the construction contract.
- 5) Provide part-time Construction Observation services sufficient to observe and document the progress of the work and ensure general adherence to the plans.
- 6) Provide Contract Administration services, as required, for interpreting construction contract documents, processing pay requests, and communicating with OWNER during construction.

**EXCLUSIONS**

This Contract does not include services related to wetland permitting or mitigation.

This Contract does not include property/right-of-way surveys or services related to acquisition thereof.

This Contract does not include traffic engineering or studies.

This Contract does not include engineering services for relocation or reconfiguration of utilities.

This Contract does not include contract administration or construction inspection services beyond those described in the SCOPE OF SERVICES.

ENGINEER neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform work in accordance with the Construction Contract Documents.

#### CONTRACT TIME

WORK shall begin immediately, and progress in a timely manner. This Contract shall remain in effect until the construction project is accepted by OWNER and all documentation required by OWNER is complete.

#### COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept, in full payment for the services to be performed under this Contract, compensation as outlined below:

- A. BASIC ENGINEERING SERVICES: The fee for Basic Engineering Services, including planning, preliminary and final design, production of plans and specifications, cost estimating, and contract administration shall be \$160,000.
- B. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$10,000.
- C. CONSTRUCTION OBSERVATION: The fee for construction observation and reporting shall be \$63,000.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the "S. E. Huey Co. Schedule of Invoicing Rates" effective at the time the work is performed. (The current rates are included in Exhibit "A".)

All specialized consultant or laboratory fees will be either billed directly to OWNER, or fully reimbursed under this contract. These include third-party legal, consulting, and testing services.

#### PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoices will be prepared, not more frequently than once per month, based on the percentage of the fee expended for the engineering services completed to that billing date.

Specialized consultant or laboratory fees will be invoiced immediately based on consultants' invoice to ENGINEERS.

An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

#### DELAYS AND EXTENSIONS

ENGINEERS will be given credit and extension of time for delays beyond their control or for those caused by tardy approvals of WORK in progress by reviewing agencies.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until all WORK has been completed and accepted by OWNER and all payments required to be made to the ENGINEERS have been made; but this Contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By OWNER as a consequence of the failure of ENGINEERS to comply with the terms of this Contract or the quality or timeliness of WORK not being in a manner satisfactory to OWNER, all as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS; or if for any other reason OWNER shall determine it does not wish to continue with the Project under this Contract.
- 3) By either ENGINEERS or OWNER upon failure of the other to fulfill its obligations as set forth in this Contract.
- 4) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspension, payment shall be made to ENGINEERS for all services provided prior to termination or suspension, and ENGINEERS will correspondingly deliver all WORK in progress for which OWNER has made payment.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over the ENGINEERS’ employment practices, or which are otherwise applicable to services rendered in conjunction with this project.

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

WITNESSES:

S. E. HUEY CO.

\_\_\_\_\_

BY: \_\_\_\_\_  
Robert L. George, IV, P.E.

\_\_\_\_\_

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

WITNESSES:

CITY OF WEST MONROE

\_\_\_\_\_

BY: \_\_\_\_\_  
Mayor Staci Albritton Mitchell

**SCHEDULE OF INVOICING RATES**

January 2024

CLASSIFICATION	INVOICING RATE PER MAN HOUR
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$ 95.00
D. Inspectors	\$ 85.00
2. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$ 85.00
3. Clerical	\$ 75.00
4. Survey Services	
A. Registered Land Surveyor	\$150.00
B. Survey Technician	\$105.00
C. 1-Man Survey Crew	\$150.00
D. 2-Man Survey Crew	\$165.00
5. Other Costs	

Any authorized sub-consultant costs will be billed at 100% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.