



**CONTRACT FOR ENGINEERING SERVICES
FLANAGAN STREET WATER MAIN REPLACEMENT PROJECT**

THIS CONTRACT, made and entered into this ____ day of _____, 2022, 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, the OWNER desires to engage ENGINEERS to assist in design and preparation of plans and specifications for construction of “FLANAGAN STREET WATER MAIN REPLACEMENT PROJECT”; and

WHEREAS, the ENGINEERS are agreeable to undertaking the engineering, surveying, and related services as set forth in this contract.

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

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide 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 below.

SCOPE OF WORK

The WORK consists of engineering design and construction contract administration for construction of a new waterline and services along Flanagan Street, from Cypress Street to Otis Street. It will also install new valves and services. The primary purpose of the project is to replace an aging 4” line, which is a persistent maintenance issue, with a new 6” line.

SCOPE OF ENGINEERING SERVICES

The services to be performed by the ENGINEERS (“BASIC SERVICES”) are as follows:

- 1) Scope project to include project location, obstacles, and cost estimate.
- 2) Topographic survey, as required for design.
- 3) Preparation of the construction plans and bid package in conformance with applicable regulatory requirements.
- 4) Obtain any necessary permits from applicable regulatory agencies.
- 5) Attending any required meetings.
- 6) Observance of the work, addressing field issues, and documenting installed quantities.
- 7) Administration of the construction contract on behalf of the City.
- 8) Conducting final inspection on behalf of the City for close-out of the project.

EXCLUSIONS

This contract does not include work associated with other utility relocation or right-of-way acquisition. If other utility relocation or right-of-way acquisition is required to perform the scope of this project, services to preform that additional work will be negotiated at that time or billed using the attached Schedule of Invoicing Rates found in Exhibit A of this contract.

CONTRACT TIME

The WORK shall begin immediately and progress in such a manner that to facilitate timely construction, per guidelines established by anticipated funding agencies. ENGINEER shall

not be responsible for delays caused by agency reviews or changes in scope.

COMPENSATION

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

- A. ENGINEERING: The fee for preparation of the work described herein is \$16,000.
- B. TOPOGRAPHIC SURVEYING: The fee for topographic surveying, as required for design, is \$5,200.
- C. RESIDENT PROJECT REPRESENTATIVE: The fee for part-time observation of the construction is \$8,000.
- D. SPECIAL SERVICES: All additional services required and authorized by the OWNER shall be billed hourly per the rates included in Exhibit "A", attached. All specialized consultant or laboratory fees shall be 100% reimbursable.
- E. CONSULTANT SERVICES: Third-party consultant services will be contracted and billed directly to the OWNER.

The above fees are based on the project being designed and constructed under a single phase. A renegotiate of fees shall occur with multiple phasing of project design and/or construction.

PAYMENT SCHEDULE

The foregoing fees for the Basic Services shall be paid to the ENGINEERS per invoice for each project contained in this contract. 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. Invoices shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

The ENGINEERS will be given credit and extension of time for scope changes and delays beyond their control.

TERMINATION OR SUSPENSION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the 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 the OWNER as a consequence of the failure of the ENGINEERS to comply with the terms, progress or quality of work in a satisfactory manner, as determined in the discretion of the OWNER, proper allowance being made for circumstances beyond the control of the ENGINEERS, or if for any other reason the OWNER shall determine it does not wish to continue with the project at this time.
- 3) By either party upon failure of the other party 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 suspensions, payment shall be made to ENGINEERS for services provided prior to termination or suspension.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement the 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

DATE: _____

WITNESSES:

CITY OF WEST MONROE

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

EXHIBIT "A"

SCHEDULE OF INVOICING RATES

January 1, 2022

CLASSIFICATION	INVOICING RATE PER HOUR
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<u>1. Engineering Services</u>	
A. Principals - Design, Consultation & Reports	\$150.00
B. Senior Staff Engineers & Architects	\$135.00
C. Design Engineers/E.I.	\$105.00
D. Technical Assistant	\$ 90.00
E. Project Representative	\$ 85.00
 <u>2. Designer Services</u>	
A. Senior Designers	\$100.00
B. Computer Aided Design/ Drafting	\$ 80.00
 <u>3. Clerical</u>	 \$ 65.00
 <u>4. Survey Rates</u>	
A. Registered Land Surveyor	\$125.00
B. Survey Party of 1 Man	\$150.00
C. Survey Party of 2 Men	\$165.00
 <u>5. Other Costs</u>	

Any authorized subconsultant costs will be billed at invoiced cost to ENGINEER (no markup).