



**CONTRACT FOR ENGINEERING SERVICES
ARKANSAS ROAD UTILITY RELOCATION
(NORTH 7th ST. TO OTIS ST.)**

THIS CONTRACT, made and entered into this ____ day of _____, 2023, 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 “ARKANSAS ROAD UTILITY RELOCATION (NORTH 7th ST. to OTIS ST.)”; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design, and prepare final constructions plans and specifications; 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:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all 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 PROJECT

The project, as covered by this contract, shall consist of the relocation/replacement of water and sewer lines in the right-of-way of Arkansas Road from North 7th Street to Otis Street to facilitate the future reconstruction of that portion of Arkansas Road.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Provide topographic surveying services required for design.
- 2) Provide engineering services required for the completion of the design, construction plans, specifications, cost estimates, and bid documents as required by OWNER.
- 3) Obtain any necessary permits from applicable regulatory agencies.
- 4) Attend any required meetings.
- 5) Administration of the construction contract on behalf of the City.
- 6) Provide construction observation and project administration of construction.

EXCLUSIONS

This contract does not include work associated with other utility relocation, right-of-way acquisition, or wetland permitting and mediation. If other utility relocation, right-of-way acquisition, or wetland permitting and mediation 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

Work shall begin immediately, and progress according to the project schedule to allow for construction to begin during the summer of 2023. This contract shall remain in effect until the construction project is accepted by the OWNER and all associated documentation is complete.

COMPENSATION

OWNER shall pay and ENGINEERS agree to accept, in full compensation for the services to be performed under this contract, fee 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 \$57,500.00.
- B. RESIDENT PROJECT REPRESENTATIVE: The fee for a Resident Project Representative for construction observation and reporting shall be \$24,750.00.
- C. TOPOGRAPHIC SURVEYING: The fee for Surveying Services related to the collection of topographic data shall be \$4,200.00.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the rates included in Exhibit "A", attached. All specialized consultant or laboratory fees shall be 100% reimbursable. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS per invoice. Invoice 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 the parties hereto until the work has been completed and accepted by OWNER and all payments required to be made to 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, progress or quality of work in a satisfactory manner, as determined in the discretion of OWNER, 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 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 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 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

DATE: _____

EXHIBIT “A”

SCHEDULE OF INVOICING RATES

January 2023

CLASSIFICATION		INVOICING RATE PER MAN HOUR
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1. Engineering Services		
A.	Principals – Design, Consultation & Reports	\$150.00
B.	Senior Staff Engineers & Architects	\$145.00
C.	Design Engineers	\$105.00
D.	Engineering Interns/Technicians	\$ 95.00
E.	Inspectors	\$ 85.00
2. Designer Services		
A.	Senior Designers	\$100.00
B.	Computer Aided Design/ Drafting	\$ 80.00
3. Clerical		\$ 75.00
4. Survey Services		
A.	Principals	\$150.00
B.	Registered Land Surveyor	\$135.00
C.	Survey Technician	\$105.00
D.	Survey Party of 1 Man per hour	\$150.00
E.	Survey Party of 2 Men per hour	\$165.00
5. Other Costs		
Any authorized subconsultant 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.		