

**CONTRACT FOR ENGINEERING SERVICES
CYPRESS DETENTION (SOUTH)**

THIS CONTRACT, made and entered into this ___ day of _____, 2024, 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 the "CYPRESS DETENTION (SOUTH)" project, hereinafter referred to as the "PROJECT"; and

WHEREAS, OWNER has obtained a grant of CDBG-MIT funds being administered by the Louisiana Watershed Initiative's Design Support Program for the purpose of revising the final grant application and preparation of project delivery items for the PROJECT; and

WHEREAS, OWNER has obtained conditional approval of a grant of CDBG-MIT funds being administered by the Louisiana Watershed Initiative for the purpose of constructing the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design, prepare final constructions plans and specifications, and provide construction engineering and inspection services; 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 objective of the PROJECT is to reduce flooding along "Golf Course Creek", north of Cypress Street (US Highway 80) in West Monroe, by improving the conveyance under Cypress Street and creating a stormwater detention basin on the south side of the highway. Construction is expected to consist of clearing, excavation, and installation of new box culverts, headwalls, an outlet structure, and erosion control devices.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Performing Preliminary engineering design; hydrology and hydraulics ("H&H") study; and revise the application to an acceptable level for full PROJECT approval.
- 2) Designing system improvements and construction engineering.
- 3) Performing required survey and prepare plat and legal description for the purchase of parcel to be used for detention basin construction.
- 4) Obtaining required environmental clearance and permits. This includes coordination with the third-party environmental consultant.
- 5) Obtaining required project permit(s) from LaDOTD for work to be performed within State right-of-way.
- 6) Assisting the administrative consultant with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the

advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.

- 7) Assist in conducting the preconstruction conference.
- 8) On-site supervision of construction work and preparing inspection reports.
- 9) Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body.
- 10) Providing reproducible "as-built" plan drawings to the City of West Monroe upon PROJECT completion.
- 11) Conducting substantial completion, final inspection, and PROJECT close-out.

EXCLUSIONS

This contract does not include work associated with utility relocations or right-of-way acquisition, other than ENGINEERS shall promptly inform OWNER of needed utility relocations and right-of-way acquisitions as soon as identified, providing OWNER with all information necessary for OWNER to then arrange for that utility relocation and for the needed right-of-way acquisition (such as appropriate legal description), together with all funding source or other applicable requirements which are understood by ENGINEERS as affecting that acquisition (such as Uniform Relocation Assistance and Real Property Acquisition policies) which may require OWNER to obtain additional professional assistance. This contract also does not include work associated with Environmental Planning and Historic Preservation (EHP) review and clearance. The EHP review, including an Environmental Assessment and USACE permitting, is being conducted by FEMA, under their agreement with OWNER.

If additional utility relocation, right-of-way acquisition, or additional permitting is required to perform the scope of this PROJECT, services to perform that additional work will be negotiated at that time or billed using the attached Schedule of Invoicing Rates found in Exhibit "A".

CONTRACT TIME

Work shall begin immediately and progress in accordance with funding agency program requirements. Unless suspended or terminated as provided below, This contract shall remain in effect until the PROJECT is accepted by the OWNER and all associated documentation required by the funding agency is complete.

COMPENSATION

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

- A. ENGINEERING SERVICES: The fee for Engineering Services, including revising the funding application, preparing the H&H study, performing preliminary and final designs, production of plans and specifications, cost estimating, and coordinating with the funding agency, shall be \$141,000.
- B. CONSTRUCTION OBSERVATION: The fee for Construction Observation services, including required documentation and close-out assistance, shall be \$60,600.
- C. SURVEYING: The fee for Surveying Services consisting of the collection of topographic data for the H&H study and engineering design; boundary surveying for the verification of existing rights-of-way; and boundary surveying for acquisition of one (1) parcel, shall be \$54,200.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the rates included in Exhibit "A", attached.

- E. THIRD-PARTY SERVICES: All sub-consultant or laboratory fees required shall be 100% reimbursable and paid directly by OWNER. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

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

Specialized consultant or laboratory fees will be forwarded to the OWNER for direct payment, and will be subject to the terms and conditions of Agreements pertaining to those services made or approved by OWNER.

Invoices shall be due and payable within 30 days following the receipt of invoice.

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. This contract may be suspended or 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.
- 3) By OWNER, if for any reason OWNER shall determine it does not wish to further continue with the project at that time.
- 4) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- 5) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspension, 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 2024

<u>CLASSIFICATION</u>	<u>RATE</u>
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 cost will be billed at 100% of the invoiced cost to Engineer. Travel, living and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.	