

**CONTRACT FOR ENGINEERING SERVICES  
FY23 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 1**

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 a project known as the "FY23 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 1"; and

WHEREAS, OWNER has obtained funding approval from the U.S. Department of Homeland Security through the Fiscal Year 2023 FEMA Pre-Disaster Mitigation (PDM) program to make drainage improvements; 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 consists of drainage improvements within the "Mid-City" area of West Monroe. The initial scope includes the installation of new drainage pipe along Pine and 4<sup>th</sup> Streets; improvements to the Oakland collection system and outfall ditch; new drainage pipe along Claiborne Avenue; new drainage pipe and detention basin in the areas along Jackson, Claiborne, and Copley Streets; and improvements to Golf Course Creek and/or conveyances north of Cypress Street. These construction elements will be evaluated during the preliminary phase of this contract and modified as necessary to best achieve the desired benefits to the project area.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Coordinate with funding agency (FEMA) as required for program and project approval.
- 2) Attend any required meetings. (Additional fees will apply for meetings requiring travel outside of Ouachita Parish.)
- 3) Provide topographic surveying services required for design.
- 4) Provide boundary surveying services to confirm existing rights-of-way and boundaries, if required.
- 5) Provide a hydrologic and hydraulic ("H&H") study, per FEMA requirements.
- 6) Provide engineering services required for the completion of the design, construction plans, specifications, cost estimates, and bid documents, as required.
- 7) Obtain necessary permits from LaDOTD for work to be performed within State right-of-way.
- 8) Assist OWNER with advertisement, bidding, and award of the construction contract.

- 9) Assist OWNER with the reimbursement of funds from the funding agency, as needed.
- 10) Provide construction observation and construction engineering services, including interpretation of plans, documentation of daily activities, and regular reporting of progress, as required by OWNER and the funding agency.
- 11) Provide “as-built” drawings documenting changes made to the project during construction.
- 12) Assist OWNER with final closeout of the project.

## 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 construction 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. BASIC ENGINEERING SERVICES: The fee for Basic Engineering Services, including the H&H study, preliminary and final design, production of plans and specifications, cost estimating, and coordination with the funding agency shall be \$343,050.
- B. CONSTRUCTION OBSERVATION: The fee for Construction Observation services, including required documentation and close-out assistance, shall be \$98,650.
- C. SURVEYING: The fee for Surveying Services related to the collection of topographic data and verification of existing boundaries and rights-of-way shall be \$58,800.
- 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. Invoice 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.	