

**CONTRACT FOR ENGINEERING SERVICES
WWTP REUSE FACILITY DISCHARGE
AND POND OUTFALL MODIFICATIONS**

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 "WWTP Reuse Facility Discharge and Pond Outfall Modifications"; and

WHEREAS, OWNER is under a Compliance Order (Enforcement Tracking No. WE-C-23-00152A) from the Louisiana Department of Environmental Quality (LDEQ); and

WHEREAS, OWNER has been ordered under this Compliance Order, specifically Item IV., to cease discharge of wastewater from its Wastewater Treatment Plant that is not within limits as spelled out in the Louisiana Pollutant Discharge Elimination System (LPDES) Permit No. LA0043982 issued by the LDEQ with an effective date of October 1, 2019; and

WHEREAS, OWNER desires to engage ENGINEERS to perform surveys, design, and prepare final constructions plans and specifications that will correct the cited issue; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering design, 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 in SCOPE OF SERVICES.

SCOPE OF PROJECT

The PROJECT includes re-piping of the existing discharge from the Sparta Reuse Facility, a new discharge structure, armoring of the outfall ditch, and flow metering. The project also includes the construction of a new chlorine contact chamber at the outfall from the oxidation pond/rock filter system. This portion will include re-working of the piping from the rock filters to the outfall pump station, re-construction of the levee system, new chlorine solution piping, and flow metering.

SCOPE OF SERVICES("WORK")

The services to be performed by ENGINEERS are as follows:

- 1) Provide topographic surveying services or field measurement of existing facilities as required for design.
- 2) Provide engineering services required for the completion of the design, construction plans, specifications, cost estimates, and bid documents, as required.
- 3) Submit plans and specifications to the reviewing agency, Louisiana Department of Health (LDH) as required for project approval.
- 4) Attend any required meetings. (Additional fees will apply for meetings requiring travel outside of Ouachita Parish.)
- 5) Assist OWNER with advertisement, bidding, and award of the construction contract.
- 6) Provide construction observation and construction engineering services, including interpretation of plans, documentation of daily activities, and regular reporting of progress, as required by OWNER.
- 7) Provide "as-built" drawings documenting changes made to the project during construction.
- 8) Assist OWNER with final closeout of the project.

EXCLUSIONS

This Contract does NOT include services related to Wetland permitting or mitigation, which are not anticipated to be required.

This Contract does NOT include property/right-of-way surveys or services related to acquisition thereof. If property/right-of-way surveys or services are later determined to be needed, this Contract also does NOT include property/right-of-way negotiations, although ENGINEERS will identify all properties/rights-of-way determined to be required or desired as promptly as possible in order to provide sufficient time for negotiations/acquisitions and avoid delays in PROJECT. If required, it is anticipated that the OWNER will separately procure the services of a right-of-way specialist, and that ENGINEERS will actively assist in identifying suitable candidates and will promptly provide any and all information necessary or beneficial in order to procure those services. And, once procured, promptly provide all information requested in order to identify and describe the properties/rights-of-way required or desired, including the provision of a timetable of deadlines for obtaining the needed properties/rights-of-way.

This Contract does NOT include engineering services for relocation or reconfiguration of utilities other than the facilities included in the scope of the PROJECT.

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

ENGINEERS DO NOT guarantee the performance of any Constructor nor assume responsibility for any Constructor's failure to furnish and perform WORK in accordance with the Construction Contract Documents. This does not diminish the obligation to provide sufficient CONSTRUCTION OBSERVATION in order to assure general adherence to the plans which are sufficient to assure overall satisfactory completion of the PROJECT.

CONTRACT TIME

WORK shall begin immediately, and progress in a timely manner. Unless otherwise terminated in accordance with the provisions of this Contract, this Contract shall remain in effect until the construction project is accepted by OWNER, and all documentation required by OWNER and any funding agency has been submitted and approved.

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 field work, final design, production of plans and specifications, cost estimating, and coordination with the OWNER through award of construction contract shall be \$131,978.
- B. SURVEYING SERVICES: The fee for topographic surveying services required for design shall be \$4,500.
- C. CONSTRUCTION OBSERVATION: The fee for contract administration and observation of construction, including required documentation and close-out assistance, shall be \$52,830.
- 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 WORK is performed. Current rates are included in Exhibit "A". Advance approval of OWNER shall be required for all services to be performed at any increase of rates above current rates.

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. A schedule or method of determining payments based on a percentage of completion shall be agreed in advance of percentage to remain unpaid until final completion of all PROJECT requirements.

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.

TERMINATION OR SUSPENSION

The terms of this Contract shall be binding upon OWNER and ENGINEERS until the WORK has been completed and accepted by the OWNER and all payments required to be made to ENGINEERS have been made; but 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 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 party to fulfill its obligations as set forth in this Contract.
- 4) By satisfactory completion of all services and obligations described herein.

In addition to the above, at any time OWNER determines it is appropriate and in the best interest of OWNER, OWNER may then suspend or terminate all or any portion of a category of services otherwise to be provided.

In the event of termination or suspension, payment shall be made to ENGINEERS for 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 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

Effective for calendar year 2024

CLASSIFICATION	RATE
1. Engineering Services	
A. Senior Engineer	\$160.00
B. Design Engineer/Technician	\$110.00
C. Engineering Intern	\$95.00
D. Inspectors	\$85.00
1. Designer Services	
A. Senior Designer/Drafter	\$100.00
B. Drafter	\$85.00
1. Clerical	\$75.00
2. 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
1. 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.	

**WWTP REUSE
FACILITY DISCHARGE
AND POND OUTFALL
MODIFICATIONS**

**EXHIBIT “B”
BILLING SCHEDULE**

		Cumulativ e Maximum	Cumulative Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt¹</u>
<u>Engineering (\$131,978)</u>			
Allocated as appropriate		95%	\$125,379
	100% Final Plan Submittal	100%	\$131,978
<u>Topographic Surveying (\$4,500)</u>			
	Upon completion of survey services	100%	\$4,500
<u>Construction Observation (\$52,830)</u>			
Construction	Invoiced monthly, per progression of construction	85%	\$44,905
Closeout	All required documentation submitted to OWNER and all agencies providing oversight or funding, and all acknowledge “close-out” of project is appropriate	100%	\$52,830

¹ Maximum amount shall not be exceeded except by the approval of OWNER of additional work, as provided for in the COMPENSATION section of the Contract.