

**CONTRACT FOR ENGINEERING SERVICES
MID-CITY DRAINAGE IMPROVEMENTS, PHASE 2**

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 MID-CITY DRAINAGE IMPROVEMENTS, PHASE 2 (hereinafter referred to as the "PROJECT"); and

WHEREAS, OWNER is receiving funding from the **State of Louisiana** for planning and construction of the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design improvements, prepare final construction plans and specifications, provide contract administration, and provide on-site construction observation for the PROJECT; 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, OWNER and ENGINEERS hereto agree as follows:

OWNER hereby employs and retains ENGINEERS, and ENGINEERS agree to provide all requested 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

This Contract covers design and construction services for drainage improvements that will benefit the "Mid-City" area of West Monroe. The PROJECT aims to redirect stormwater from homes, businesses, and roadways toward main drainage channels, which transport the water to the river. Improvements are expected to include rehabilitation of existing drainage facilities, and construction of new ditches, canals, and underground facilities.

SCOPE OF SERVICES ("WORK")

The services to be performed by the ENGINEERS are as follows:

- 1) Provide topographic survey as required for analysis and design of the PROJECT.
- 2) Ensure that all permitting and environmental clearances are completed as required by regulatory agencies.
- 3) Prepare construction plans and bid packages in conformance with applicable regulatory requirements.
- 4) Administer the advertisement, letting, and award of the construction contracts.
- 5) Provide part-time Construction Observation services sufficient to observe and document the progress of the work and ensure general adherence to the plans.
- 6) Provide Contract Administration services, as required, for interpreting construction contract documents, processing pay requests, and communicating with OWNER during construction.
- 7) Engineer specifically acknowledges the requirements of R.S. 38:2317, and agrees its provisions apply to all maps, plans, surveys, plats, property descriptions, and other work product generated or obtained in connection with PROJECT. ENGINEER will provide OWNER with all documents to which OWNER is entitled under R.S. 38:2317 and provide OWNER with "as built" plans, all in such common or usual formats as are requested by

OWNER. ENGINEER will also provide OWNER with copies of all other documents requested which are produced or utilized by ENGINEERS in connection with the PROJECT, all in such common or usual formats as are requested by OWNER. ENGINEER shall be entitled to reimbursement for all direct additional costs incurred in supplying these requested documents, maps, plans, surveys, plats, property descriptions, and similar items (e.g., copying charges or charges incurred for format changes).

EXCLUSIONS

This Contract does NOT include services related to wetland permitting or mitigation.

This Contract does NOT include property/right-of-way surveys or services related to acquisition thereof.

This Contract does NOT include traffic engineering or studies.

This Contract does NOT include engineering services for relocation or reconfiguration of utilities.

This Contract does NOT include contract administration or Construction Inspection Services beyond those described in the SCOPE OF ENGINEERING SERVICES, except to any extent necessary to ensure that the work being done by the Constructor complies with the plans and construction specifications of the PROJECT.

ENGINEER does 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, except that this shall not diminish the obligations provided for Construction Engineering and Inspection Services in this Contract.

CONTRACT TIME

WORK shall begin immediately, and progress in a timely manner. This Contract shall remain in effect until the construction project is accepted by OWNER and all required documentation has been provided to the **State of Louisiana Facility Planning & Control**.

COMPENSATION

The FP&C Recognized Estimated Construction Budget (RECB), which is used as the basis for the State of Louisiana's level of participation in costs, is \$6,725,000. As referred in Exhibit "A" - Master Fee Schedule, the PROJECT is anticipated to be funded annually in four (4) phases. The committed fee schedule for each phase shall be as shown in Exhibit "B" - Phased Fee Schedule. Fees may be reconsidered if the SCOPE is expanded (as indicated by an increase in the FP&C RECB), or if design for all phases of the PROJECT is not authorized by December 31, 2028.

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. **ENGINEERING SERVICES:** The fee for Engineering Services, including Preliminary and Final Design, Bid Services, and Contract Administration, shall be \$460,000.
- B. **TOPOGRAPHIC SURVEYING:** Surveying Services related to the collection of topographic data for use in design and plan preparation is \$125,875.
- C. **CONSTRUCTION OBSERVATION:** The fee for Construction Observation and reporting shall be \$209,125.
- D. **ADDITIONAL SERVICES:** All additional services required for the PROJECT which are specifically authorized by OWNER shall be billed hourly per the "S. E.

Huey Co. Schedule of Invoicing Rates” effective at the time the work is performed. Current rates are included in Exhibit “C”. Advance approval of OWNER shall be required for all services to be performed at any increase of rates above current rates.

All fees set forth above in D. shall be supported by contemporaneous time records, which shall be provided to OWNER on request.

All specialized consultant or laboratory fees recommended by ENGINEERS and specifically authorized by OWNER 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 master billing schedule is attached as Exhibit “D” – Master Billing Schedule, which provides for the maximum percentage of fees ENGINEERS may bill prior to completion of the corresponding milestones. The maximum cumulative billing amounts shall not be exceeded except by the approval of OWNER of additional work, as provided for in COMPENSATION. Phased maximum billing amounts are shown in Exhibit “B” – Phase Fee Schedule.

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 OWNER and ENGINEERS until all WORK has been completed and accepted by 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 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 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 suspension, payment shall be made to ENGINEERS for all 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 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, P.E.

DATE: _____

WITNESSES:

CITY OF WEST MONROE

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

MASTER FEE SCHEDULE

v. 1.0

Total Design Fee:	\$460,000	Est. Constr. Budget \$6,725,000	Phase 2A \$2,978,261	Phase 2B ¹ \$1,500,000	Phase 2C ¹ \$1,500,000	Phase 2D ¹ \$746,739
Engineering						
Preliminary	25%	115,000	50,929	25,651	25,651	12,769
C-D / Final	40%	184,000	81,487	41,041	41,041	20,431
Bid	5%	23,000	10,186	5,130	5,130	2,554
Constr Admin	30%	138,000	61,115	30,781	30,781	15,323
Subt Engr	100%	\$460,000	\$203,717	\$102,603	\$102,603	\$51,077
Miscellaneous						
Topo Survey		125,875	55,746	28,076	28,076	13,977
Geotech ²		0	0	0	0	0
Constr Observation		209,125	92,614	46,645	46,645	23,221
Mat'l Testing ²		0	0	0	0	0
Regulatory ²		0	0	0	0	0
CN Staking ²		0	0	0	0	0
Misc Expenses		Ineligible	0	0	0	0
Subt Misc		\$335,000	\$148,360	\$74,721	\$74,721	\$37,198
TOTAL Design Services		\$795,000	\$352,077	\$177,324	\$177,324	\$88,275

¹ Fees will be reapportioned as each phase is scoped and approved by the City of West Monroe.

² These items will be determined per phase and paid for by the City of West Monroe, either directly or under this contract, as provided for in COMPENSATION.

EXHIBIT “B”

PHASED FEE SCHEDULE

Total Design Fee:	\$460,000	Est. Constr. Budget	Phase 2A	Max Billing %²	Cumulative Max Billing Amount²
		\$6,725,000	\$2,978,261		
Engineering					
Preliminary	25%	115,000	50,929	25%	\$50,929
C-D / Final	40%	184,000	81,487	65%	\$132,416
Bid	5%	23,000	10,186	70%	\$142,602
Constr Admin	30%	138,000	61,115	100%	\$203,717
Subt Engr	100%	\$460,000	\$203,717		
Miscellaneous					
Topo Survey		125,875	55,746	100%	\$55,746
Geotech ¹		0	0		
Constr Observation		209,125	92,614	100%	\$92,614
Mat'l Testing ¹		0	0		
Regulatory ¹		0	0		
CN Staking ¹		0	0		
Misc Expenses		Ineligible	0		
Subt Misc		\$335,000	\$148,360		
TOTAL Design Services		\$795,000	\$352,077		

¹ These items will be paid for by the City of West Monroe, either directly or under this contract, as provided for in COMPENSATION.

² Refer to Exhibit “D” Master Billing Schedule for details.

EXHIBIT “C”

SCHEDULE OF INVOICING RATES

November 2025

<u>CLASSIFICATION</u>	<u>RATE</u>
1. Engineering Services	
A. Senior Engineer	\$165.00
B. Design Engineer/Technician	\$115.00
C. Engineering Intern	\$100.00
D. Inspector	\$90.00
2. Designer Services	
A. Senior Designer/Drafter	\$105.00
B. Drafter	\$90.00
3. Clerical	\$75.00
4. Survey Services	
A. Registered Land Surveyor	\$160.00
B. Survey Technician	\$110.00
C. 1-Man Survey Crew	\$155.00
D. 2-Man Survey Crew	\$170.00
5. Other Costs	
Any authorized sub-consultant cost will be billed at 100% of invoiced cost to Engineer.	

EXHIBIT “D”

MASTER BILLING SCHEDULE

		Cumulative Maximum	Cumulative Maximum
<u>Phase</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt¹</u>
Engineering			Amount Determined Per Phase
Preliminary	Completion of preliminary plans, approved by City project manager to proceed to final plan preparation	25%	--
Final	Completion of plans, specifications, and contract documents	65%	--
Bid	Recommendation of award	70%	--
Constr Admin	Acknowledgement of close-out by OWNER and FP&C	100%	--
Topographic Surveying	Completion of topographic surveying services	100%	--
Construction Observation			
Progress payments	Invoiced monthly, per construction progress	85%	--
Closeout	Acknowledgement of close-out by OWNER and FP&C	100%	--

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