

**CONTRACT FOR ENGINEERING SERVICES
S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS (CWEF FY22-23)**

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 desires to engage ENGINEERS to assist in design and preparation of plans and specifications for construction of "S. RIVERFRONT ST. WATER MAIN IMPROVEMENTS (CWEF FY22-23)" (hereinafter referred to as the "PROJECT"); and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying, and related services as 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

The PROJECT for which services will be provided for under this Contract consists of engineering design and construction contract administration for construction of a new waterline and services along South Riverfront Street, from Larzarre Avenue to Mitchell Lane. The primary purpose of the project is to eliminate a dead-end water main and to relocate service connections from the rear of the properties to the front.

SCOPE OF SERVICES ("WORK")

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

- 1) Define detailed PROJECT Scope and cost estimate.
- 2) Topographic survey, as required for design.
- 3) Preparation of the construction plans and bid package in conformance with applicable regulatory requirements.
- 4) Obtain required permits from applicable regulatory agencies.
- 5) Attending any required meetings.
- 6) Observance of the WORK, addressing field issues, and documenting installed quantities.
- 7) Administration of the construction contract on behalf of OWNER.
- 8) Conducting final inspection on behalf of OWNER for close-out 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.

This Contract does NOT include traffic engineering or studies.

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 shall progress in accordance with the schedule for the PROJECT to facilitate timely construction, per guidelines that may be established by anticipated funding agencies.

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. 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 \$14,000.
- B. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$5,000.
- C. CONSTRUCTION OBSERVATION: The fee for construction observation and reporting shall be \$7,500.
- 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. (The current rates are included in Exhibit "A".)

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 scope changes and delays beyond their control.

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 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 on this or other PROJECTs 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 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 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 ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with the 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>INVOICING RATE PER MAN-HOUR</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 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.