

**AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES
FOR HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT**

Effective this ____ day of August, 2024, the CITY OF WEST MONROE (“OWNER”) and S. E. HUEY CO. (“ENGINEERS”) do agree to amend the “CONTRACT FOR ENGINEERING SERVICES FOR HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT”, dated May 11, 2021 (hereinafter “ORIGINAL CONTRACT”), for the purpose and as stated below:

WHEREAS, the OWNER desires to engage ENGINEERS to provide construction contract administration, construction engineering, and construction inspection services as appropriate for proper review of construction activities by the contractor in accordance with the Transportation Alternatives Program (“LATAP”) of the Louisiana Department of Transportation and Development (LaDOTD), which services were not original requirements of the “HIGHLAND ELEMENTARY SCHOOL AREA SIDEWALK PROJECT”;

THEREFORE, the following sections of the ORIGINAL CONTRACT are hereby amended as set forth below. Except for these amendments, all other provisions of the ORIGINAL CONTRACT shall remain in full force and effect.

* * *

SCOPE OF ENGINEERING SERVICES

- ~~4) Observance of the work, addressing field issues, and documenting installed quantities.~~
- ~~5) Administration of the construction contract on behalf of the City.~~
- ~~6) Conducting final inspection on behalf of the City for close-out of the project.~~
- 4) Provide Construction Engineering and Inspection services, including documentation in the LADOTD “Site Manager” system, as required by LTAP.
- 5) 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)

COMPENSATION

- ~~C. RESIDENT PROJECT REPRESENTATIVE: The fee for part time observation of the construction is \$20,500.~~
- C. CONSTRUCTION ENGINEERING AND INSPECTION (CE&I): The fee for Construction Engineering and Inspection services during the construction phase shall be \$75,000.

Should Engineers provide any other needed services beyond those provided in the ORIGINAL CONTRACT or this amendment, advance approval of OWNER shall be required for all services to be performed at any increase of rates above the rates attached to the ORIGINAL CONTRACT.

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 of payments is attached as "Exhibit B", which provides for certain retentions 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.

* * *

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 (e.g., CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) or TOPOGRAPHIC SURVEYING or BOUNDARY SURVEYING).

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.

Signed and Agreed:

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

CLASSIFICATION	INVOICING RATE PER MAN-HOUR
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.