

## **CONTRACT FOR ENGINEERING SERVICES EXCHANGE STREET DRAINAGE IMPROVEMENTS**

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 "EXCHANGE STREET DRAINAGE IMPROVEMENTS" (hereinafter referred to as 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/inspection as necessary or appropriate for proper review of construction activities by contractor 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 ENGINEER 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 design and construction services for the installation of drainage pipe and catch basins, and pavement widening near the intersection of Exchange Street and Downing Pines Road.

### SCOPE OF SERVICES ("WORK")

The services to be performed by ENGINEERS are as follows:

- 1) Obtain topographic data as required for completion of the final plans.
- 2) Prepare construction plans and bid package in conformance with applicable regulatory requirements.
- 3) Administer advertisement, letting, and award of contract.
- 4) Provide construction observation and contract administration throughout the construction phase.
- 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).

## 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.

This Contract does NOT include contract administration or construction inspection services beyond those described in the SCOPE OF SERVICES except to any extent necessary to ensure that the work being done by the Contractor 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 Observation services in this Contract.

## 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. 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 \$7,800.
- B. CONSTRUCTION OBSERVATION: The fee for construction observation and reporting shall be \$4,000.
- C. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is \$750.
- D. ADDITIONAL SERVICES: All additional services required and specifically 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 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 billing schedule is attached as "Exhibit B", 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. Engineers shall not bill for Construction Observation fees beyond the maximum percentage allowed during construction until the completion of all PROJECT requirements, at which time the final (100%) invoice may be rendered.

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 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 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: \_\_\_\_\_

**EXHIBIT “A”**

**SCHEDULE OF INVOICING RATES**

January 2024

<u>CLASSIFICATION</u>		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.

BILLING SCHEDULE

		Cumulative Maximum	Cumulative Maximum
<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Billing %</u>	<u>Billing Amt<sup>1</sup></u>

Engineering (\$7,800)

Allocated as appropriate		95%	\$7,410
	100% Final Plan Submittal	100%	\$7,800

Topographic  
Surveying (\$750)

	Upon completion of survey services	100%	\$750
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Construction  
Observation (\$4,000)

Construction	Invoiced monthly, per progression of construction	85%	\$3,400
Closeout	All required documentation submitted to OWNER and OWNER acknowledges that “close-out” of project is appropriate	100%	\$4,000

<sup>1</sup> 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.