

**CONTRACT FOR ENGINEERING SERVICES
TRENTON STREET SHARED-USE PATH**

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 "TRENTON STREET SHARED-USE PATH" (hereinafter referred to as the "PROJECT") which includes the relocation of utilities and construction of new shared-use paths along Trenton Street; and

WHEREAS, OWNER has been awarded funding from the U. S. Congress FY23 Economic Development Initiative – Community Project Funding (CPF) program for the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design, and prepare final constructions plans and specifications for the PROJECT; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for the compensation 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 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 the construction of shared-use paths with a ten foot (10') width, burial of electrical and telecommunication lines, minor drainage improvements, and relocation of other utilities along Trenton Street, from Otis Street to Bridge Street, in West Monroe, Ouachita Parish, Louisiana.

The PROJECT is being administered through the LADOTD Transportation Alternatives Program (hereinafter referred to as "LTAP") and shall fully comply with all LTAP requirements.

SCOPE OF SERVICES ("WORK")

The services to be performed by ENGINEERS are as follows:

- 1) Coordination with the OWNER'S Responsible Charge and the LTAP contact for satisfactory completion of the WORK.
- 2) Ensure that all permitting and environmental clearances are completed as required.
- 3) Obtain approvals and permits from the Tensas Basin Levee District ("Levee District") and U.S. Army Corps of Engineers ("USACE") as required for the underground utility construction (wetlands permitting is not expected to be required.)
- 4) Provide maps, plans, surveys, and such assistance as is required to facilitate the planning and relocation of electrical and telecommunications lines within the PROJECT limits unless OWNER determines that some or all of those services are to be otherwise acquired.
- 5) Provide boundary surveying services (maps, plats, property descriptions) for use in the acquisition of any required right-of-way for the PROJECT

unless OWNER determines that some or all those services are to be otherwise acquired.

- 6) Provide engineering services required for the completion of the design, preparation of construction plans, and permitting as required by OWNER. The plans shall meet all requirements established by LTAP
- 7) Provide Construction Engineering and Inspection services, including documentation in the LADOTD "Site Manager" system, as required by LTAP.
- 8) Provide OWNER with copies of all documents requested which are produced by ENGINEERS in connection with the PROJECT, including "As-Built" plans, all in such common or usual formats as are requested by OWNER. ENGINEERS shall be entitled to reimbursement for any additional direct costs incurred in supplying these requested documents.

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 negotiations although ENGINEERS will identify all properties/rights-of-way required or desired as promptly as possible in order to provide sufficient time for negotiations/acquisitions and avoid delays in PROJECT. It is anticipated that the OWNER will separately procure the services of a right-of-way specialist, and that ENGINEERS will 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 traffic engineering or studies.

This Contract does not include engineering services for relocation or reconfiguration of City water and sanitary sewer facilities (other than adjustments performed within this PROJECT).

This Contract does include planning and coordination with utility companies separate from OWNER, but does not include any obligation to provide design or construction plans for relocation of any of the facilities of those utility companies.

CONTRACT TIME

Work shall begin immediately, and shall progress in accordance with the schedule for the PROJECT which is to be established by the Louisiana Department of Transportation and Development (herein "LADOTD"). Unless otherwise terminated in accordance with the provisions of this Contract, this Contract shall remain in effect until the Project is fully accepted by the OWNER and all required documentation has been provided to OWNER by ENGINEERS.

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 Engineering Services, including planning, preliminary and final design, production of plans, cost estimating, and contract administration shall be \$555,920.
- B. CONSTRUCTION ENGINEERING AND INSPECTION (CE&I): The fee for Engineering and Inspection services during the construction phase shall be \$299,210.

- C. TOPOGRAPHIC SURVEYING: Topographic surveying services required for design, utility relocations, or “as-built” plans will be billed hourly in accordance with the “S. E. Huey Co. Schedule of Invoicing Rates” effective at the time the 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.
- D. BOUNDARY SURVEYING: Required boundary surveying, including the production of maps, plats, and property descriptions for utility relocations or right-of-way acquisitions will 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 “A”. Advance approval of OWNER shall be required for all services to be performed at any increase of rates above current rates.
- E. 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 the 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 schedule or method of determining payments based on a percentage of completion shall be agreed in advance of payment by OWNER and ENGINEERS, and shall provide for a customary final retention 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, 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 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 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 2023

CLASSIFICATION	INVOICING RATE	
	PER MAN HOUR	
	MIN.	MAX.
1. Engineering Services		
A. Senior Engineers & Architects	\$130.00	\$150.00
B. Design Engineers/E.I.	\$98.00	\$110.00
C. Technical Assistant	\$60.00	\$90.00
D. Project Representative (Inspector)	\$75.00	\$85.00
2. Designer Services		
A. Senior Designers	\$98.00	\$110.00
B. Staff Draftsman	\$85.00	\$ 95.00
3. Clerical	\$50.00	\$ 70.00

For the above classifications (1-3), charges for billing purposes will be computed on the basis of salary cost times 2.00. Salary cost includes direct actual salary rate plus payroll insurance and taxes plus fringe benefits. For purposes of this agreement, payroll insurance and taxes plus fringe benefits amount to 50% of the direct actual salary paid each employee. Time in excess of 44 hours in a week worked at the Owner’s request will be billed at 125% of the regular rate.

4. Survey Rates		
Professional Land Surveyor per hour	\$135.00	\$150.00
Survey Party of 1 Men per hour	\$145.00	\$155.00
Survey Party of 2 Men per hour	\$155.00	\$165.00

5. Other Costs		
Any outside consultation costs authorized in advance will be billed at actual cost (no mark-up). Mileage will be charged at \$0.655/mile. (This does not apply to survey crews where transportation is included.) Long distance telephone calls, copies, and printing will be provided at no additional cost. Special printing or other services provided by outside suppliers will be invoiced to the Owner at Huey’s cost. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.		