

**CONTRACT FOR ENGINEERING SERVICES
NEW BLACK BAYOU STORMWATER PUMPING STATION**

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 "NEW BLACK BAYOU STORMWATER PUMPING STATION" (hereinafter referred to as the "PROJECT"); and

WHEREAS, OWNER is receiving funding under the Louisiana Watershed Initiative's Local and Regional Watershed Projects Grant Program – Round 2 for the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys, design improvements, prepare 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 the 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 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 the design and construction services for a new pump station with stormwater pumps, piping, controls, outlet structure, electrical service, access road, emergency generator, and housing. All improvements will be located at the existing Black Bayou Stormwater Pumping Station located on Bancroft Boulevard, in Ouachita Parish.

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) Obtain all permits and authorizations required by the applicable regulatory agencies.
- 3) Establish the Environmental Review Record (ERR) as referenced in U.S. Code of Federal Regulations Title 24, Subtitle A, Part 58 (24 CFR Part 58) for projects funded by the U.S. Department of Housing and Urban Development (HUD).
- 4) Coordinate with the U.S. Army Corps of Engineers (USACE) and Tensas Basin Levee District, as required.
- 5) Prepare construction plans and bid package.
- 6) Administer the advertisement, letting, and award of the construction contract in accordance with the State of Louisiana Bid Law (R.S. 38:2211-2296).
- 7) Provide periodic Construction Observation services sufficient to observe and document the progress of the work and ensure general adherence to the plans and specifications.

- 8) Provide Contract Administration services, as required, for interpreting construction contract documents, processing pay requests, and communicating with the OWNER during construction.
- 9) Assist the OWNER with the closeout of the project to the satisfaction of the Louisiana Office of Community Development.

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 property/right-of-way surveys or services related to acquisition thereof.

It is anticipated that compensatory mitigation required in pursuit of the USACE permit will be achieved through the purchase of wetlands mitigation credits. This Contract does not include the cost of the mitigation credits, which will be paid directly by OWNER.

This Contract does not include the preparation of a compensatory mitigation plan, which is not expected to be required.

This Contract does NOT include geotechnical exploration or engineering.

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 Louisiana Office of Community Development.

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. BASIC 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 **\$694,420**.
- B. TOPOGRAPHIC SURVEYING: Surveying Services related to the collection of topographic data for use in design and plan preparation is **\$51,400**.
- C. ENVIRONMENTAL SERVICES: The fee for services required for establishment of the Environmental Review Record (ERR) is **\$35,100**.
- D. CONSTRUCTION OBSERVATION & ADMINISTRATION: The fee for construction observation and reporting shall be **\$356,850**.

E. 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 "A". 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 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 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: _____

EXHIBIT "A"

SCHEDULE OF INVOICING RATES

January 2026

<u>CLASSIFICATION</u>	<u>RATE</u>
1. Engineering Services	
A. Senior Engineer	\$170.00
B. Design Engineer	\$155.00
C. Design Technician	\$115.00
D. Engineering Intern	\$105.00
E. Pre-Professional	\$ 75.00
F. Inspector	\$ 90.00
2. Designer Services	
A. Senior Designer	\$105.00
B. Drafter	\$ 90.00
3. Clerical	\$ 75.00
4. Survey Services	
A. Registered Land Surveyor	\$155.00
B. Survey Technician	\$115.00
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. Travel, living and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

**NEW BLACK BAYOU
STORMWATER PUMPING
STATION**

**EXHIBIT "B"
BILLING SCHEDULE**

<u>Phase (Fee)</u>	<u>Milestone Description</u>	<u>Cumulative Maximum Billing %</u>	<u>Cumulative Maximum Billing Amt¹</u>
<u>Engineering (\$694,420)</u>			
Allocated as appropriate	Invoiced monthly, per progression of plans	95%	\$659,699
	100% Final Plans and clearance from OCD to advertise for bids (if applicable).	100%	\$694,420
<u>Surveying (\$51,400)</u>			
Invoiced monthly, per progression of surveying services, not to exceed once a month.			
	Upon completion of survey services	100%	\$51,400
<u>Environmental (\$35,100)</u>			
Invoiced monthly, per progression of environmental services, not more than once a month.			
	Completion of environmental services	100%	\$35,100
<u>Construction Observation (\$356,850)</u>			
Construction	Invoiced monthly, per progression of construction	85%	\$303,322
Closeout	All required documentation submitted to OWNER, and OCD approves closeout of project	100%	\$356,850

¹ 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.