



**CONTRACT FOR ENGINEERING SERVICES
N. 6TH STREET SIDEWALKS**

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 the "N. 6th Street Sidewalks" project, hereinafter referred to as the "PROJECT"; and

WHEREAS, OWNER has obtained a grant of USDOTD Transportation Alternatives funding being administered by the LADOTD Transportation Alternatives Program for the purpose of constructing the PROJECT; and

WHEREAS, OWNER desires to engage ENGINEERS to make surveys; to design and prepare final constructions plans and specifications; and to provide construction engineering and observation services; and

WHEREAS, ENGINEERS are agreeable to undertaking the engineering, surveying and related services under the conditions and for the fees set forth in this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, OWNER and ENGINEERS agree as follows:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all 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 below.

SCOPE OF PROJECT

The objective of the PROJECT is to provide safe pedestrian transportation facilities along N. 6th Street, from Travis Street to Clayton Street. The PROJECT consists of installing approximately 3,000 feet of new 5'-wide concrete sidewalks, and replacing approximately 1,400 feet of existing 5'-wide concrete sidewalks. It also includes the installation of ADA-compliant curb ramps and drainage pipe, as required.

SCOPE OF SERVICES

The services to be performed by ENGINEERS are as follows:

- 1) Completing the requirements of the DOTDTAP Environmental Checklist, including providing Solicitation of Views (SOV) letters to the designated reviewing agencies.
- 2) Performing topographic survey as required for design of the improvements.
- 3) Designing and preparing plans for the improvements described in the approved project application, in accordance with the requirements of LADOTD TAP.
- 4) Obtaining required project permit(s) from LADOTD for work to be performed within State rights-of-way.
- 5) Providing on-site observation of construction, preparing inspection reports, and keeping records in "Site Manager", as required by LADOTD TAP.
- 6) Reviewing and submitting to OWNER for approval, all contractor requests for payment and change orders.
- 7) Providing reproducible "as-built" plan drawings to OWNER upon PROJECT completion.
- 8) Conducting substantial completion, final inspection, and PROJECT close-out, including submittal of the final estimate to LADOTD.

EXCLUSIONS

This Contract does not include work associated with utility relocations or right-of-way acquisition, other than ENGINEERS shall promptly inform OWNER of needed utility relocations and right-of-way acquisitions as soon as identified, providing OWNER with all information necessary for OWNER to then arrange for that utility relocation and for the needed right-of-way acquisition (such as appropriate legal description), together with all funding source or other applicable requirements which are understood by ENGINEERS as affecting that acquisition (such as Uniform Relocation Assistance and Real Property Acquisition policies) which may require OWNER to obtain additional professional assistance.

If additional utility relocation, right-of-way acquisition, or additional permitting is required to perform the scope of this PROJECT, services to perform that additional work will be negotiated at that time or billed using the attached Schedule of Invoicing Rates found in Exhibit "A".

CONTRACT TIME

Work shall begin upon authorization by the OWNER and shall progress in accordance with funding agency program requirements. Unless suspended or terminated as provided below, this Contract shall remain in effect until the PROJECT is accepted by the OWNER and all associated documentation required by the funding agency is complete.

COMPENSATION

OWNER shall pay, and ENGINEERS agree to accept in full, compensation for the services to be performed under this contract, as follows:

- A. ENGINEERING SERVICES: The fee for Engineering Services, including completion of the Environmental Checklist, performing preliminary and final designs, production of plans, permitting, and coordination with LADOTD TAP, shall be \$88,030.
- B. CONSTRUCTION OBSERVATION: The fee for Construction Observation services, including required documentation and close-out assistance, shall be \$60,480.
- C. SURVEYING: The fee for Surveying Services, consisting of the collection of topographic data for the engineering design, shall be \$25,900.
- D. ADDITIONAL SERVICES: All additional services required and authorized by OWNER shall be billed hourly per the rates included in Exhibit "A", attached.
- E. THIRD-PARTY SERVICES: All sub-consultant or laboratory fees required shall be 100% reimbursable and paid directly by OWNER. These include third-party legal, consulting, and testing services.

PAYMENT SCHEDULE

The foregoing fees shall be paid to ENGINEERS following receipt of invoice by OWNER. Invoices will be based on the percentage of the fee expended for the services completed to that billing date, and submitted not more frequently than once per month,.

Specialized consultant or laboratory fees will be forwarded to the OWNER for direct payment, and will be subject to the terms and conditions of any agreements pertaining to those services approved by OWNER.

Invoices shall be due and payable within 30 days following the receipt of invoice.

DELAYS AND EXTENSIONS

ENGINEERS shall not be responsible for delays beyond their control, including delays caused by tardy approvals of work in progress by reviewing agencies.

TERMINATION OR SUSPENSION

This Contract shall be binding upon OWNER and ENGINEERS until the work has been completed and accepted by OWNER and all payments required to be made to ENGINEERS have been made.

This Contract may be suspended or terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of OWNER and ENGINEERS.
- 2) By OWNER, as a consequence of the failure of ENGINEERS to comply with the terms, progress, or quality of work in a satisfactory manner, as determined in the discretion of OWNER, with proper allowance being made for circumstances beyond the control of ENGINEERS.
- 3) By OWNER, if for any reason OWNER shall determine it does not wish to further continue with the project at that time.
- 4) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract.
- 5) By satisfactory completion of all services and obligations of both OWNER and ENGINEERS.

In the event of termination or suspension, ENGINEERS shall be entitled to payment for all services provided prior to termination or suspension.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, 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 OWNER and ENGINEERS.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract For Engineering Services in duplicate original, to be effective upon the last date of execution shown below.

WITNESSES:

S. E. HUEY CO., ENGINEERS

BY: _____
Robert L. George, IV, P.E.

DATE: _____

WITNESSES:

CITY OF WEST MONROE, OWNER

BY: _____
Mayor Staci Albritton Mitchell

DATE: _____

EXHIBIT "A"

SCHEDULE OF INVOICING RATES

Effective January 2024

<u>CLASSIFICATION</u>	<u>RATE</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 cost will be billed at 100% of the invoiced cost to Engineer. Travel, living and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.	