

State of Louisiana
Office of Facility Planning and Control

Jeff Landry
Governor

Taylor F. Barras
Commissioner of Administration



Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Phone (225) 342-0820
Fax (225) 342-7624

April 15, 2026

Staci Mitchell, Mayor
City of West Monroe
2305 N 7th Street
West Monroe, La 71291
Email: mwilson@westmonroe.la.gov

Project: Mid-City Drainage Improvements, Planning and Construction (Ouachita)
FP&C Project No. 50-MV2-22-01 / F.50001020

Re: Professional Services Contract Review – **Phase 2A**

Dear Mayor Mitchell,

This office is in receipt of a *Draft Professional Services Contract* between the City of West Monroe and S.E. Huey Co. A legal review is beyond the scope of this courtesy review. We recommend that you seek advice of counsel to effectuate your intent contractually. Since the State is not a signatory to the design contract, the following comments are recommendations which are given to indicate whether the State will participate in the referenced cost. After a courtesy review of the proposed contract we offer the following comments:

1. The subject contract appears to be a standard form of agreement between the owner (City of West Monroe) and the designer (S.E. Huey Co.), to which FP&C has no objection to its use.
2. **Scope of Basic Services:** The scope of work per the Capital Outlay Request (F.Y. 2025 – 2026) is the design and construction project to alleviate flooding problems in this Mid-City area of West Monroe. The work will include new driveway culverts, storm drainage pipe, catch basins and repaired/enlarged ditches. Detention basins will be considered. The scope of work in the draft Professional Services Contract, as referenced in the draft design contract, meets the intent of the COR and the associated Act.
3. **Basic Services Fee:** This office has no objection to a total fee of **\$203,717.00 or 6.84%** which this office will recognize as a **NTE Fee**, based on an estimated construction budget of **\$2,978,261.00** for **Phase 2A Only** included in the design contract. This fee will not be adjusted during the Design Phases, for the Bid Amount, or Change Orders (add or credit). If your Office wishes to pay more, the State would have no objection.
 - If actual bids are in excess of the remaining State's unobligated funds then the City of West Monroe will need to commit to the difference in Construction Cost and any Change Orders. This commitment would need to cover all cost over State funding including Change Orders, if any, and be in the form of a board resolution by City of West Monroe.
 - Please note that if actual bids received are lower than the Estimated Construction Cost of \$2,978,261.00, the State participation in the design will be reduced accordingly.
 - The use of Alternates is strongly encouraged to have the best opportunity to complete all the work anticipated.

- Should bids exceed the established budget, the designer will be responsible for revising the Construction Documents at no further cost to the State. The State's position is that the designer is responsible for keeping the project within budget, and should advise the Owner at each phase of design. In turn, the Owner is responsible for informing the State of the cost estimate at each phase of design.

Please note the State's recognized **Percentages & Participation Amount of Basic Services** as indicated below:

Design Phases, Percentages and Design Limit recognized by FP&C				
Phases (Basic Services) - NTE			State Share (75%)	Entity Share (25%)
Preliminary Design (Plans & Specifications)	25%	\$ 50,929.25	\$ 38,196.94	\$ 12,732.31
Final Design (Plans & Specifications)	40%	\$ 81,486.80	\$ 61,115.10	\$ 20,371.70
Bidding and Negotiation	5%	\$ 10,185.85	\$ 7,639.39	\$ 2,546.46
Construction Administration	30%	\$ 61,115.10	\$ 45,836.33	\$ 15,278.77
Total Possible Fee (NTE) Amount	100%	\$ 203,717.00	\$ 152,787.75	\$ 50,929.25

- 4. Additional Services:** Per the *Draft Professional Services Contract* provided, the Engineer identified Topographic Survey (\$55,746.00) and Construction Observation (\$92,614.00) at a cost of \$148,360.00 as additional services for this project. The estimated construction budget for Phase 2A Only included in the draft design contract is \$2,978,261.00. This results in a proposed additional services fee of 4.98% of the estimated construction amount. The State will therefore participate in eligible additional services as outlined below which this office will recognize as **NTE Fees**.

- Please note that if any additional services are needed for this project in addition to those listed below then they should be submitted to FP&C first, in order to determine the level of State participation, if any.

Please note the **Cost Shared Amount of Additional Services** as indicated below:

Additional Services			
Proposed Additional Services (NTE)		State Share (75%)	Entity Share (25%)
Topographic Survey	\$ 55,746.00	\$ 41,809.50	\$ 13,936.50
Construction Observation	\$ 92,614.00	\$ 69,460.50	\$ 23,153.50
Totals = \$ 148,360.00		\$ 111,270.00	\$ 37,090.00

- 5. Payments:** The State will endeavor to reimburse your Office as quickly as possible, but will not participate in the cost of any interest due to late payments. Neither shall this Office pay for attorney's fees associated with late payments.
- 6. Construction Administration:** The Owner may execute change orders as they deem necessary so as not to delay or encumber the project. Please note, however, the State will not be responsible nor pay for any costs for delays or additional time. It is strongly recommended that proposed change orders be submitted to FP&C prior to execution to determine the level of State participation, if any, in those costs.
- 7. Compensation for Reimbursable Expenses:** The State will not pay for reimbursable expenses, except for the cost of *printing of Bid Sets*, less retained deposits and is subject to available State funds. Please note that any reimbursable (including 3rd party fees) paid by the State will be a direct cost amount, not a marked-up price of 10%. In addition, the State will not participate in any in-house charges.
- 8. Termination or Suspension:** The State will not participate in termination or suspension expenses, or in compensation for services not rendered. A revision is not necessarily required, rather you should be aware of the State's position.

In conclusion and other than the issues noted above, this Office finds nothing that may jeopardize eligibility for State participation as outlined above, subject to the provisions of the Cooperative Endeavor Agreement (CEA). As indicated in the CEA, this project will be administered according to the *Non-State Entity Capital Outlay Administrative Guidelines*. Deliverables of the phases indicated above must be submitted to FP&C with the Designer's Statement of Probable Cost, in order to receive interim disbursements concluding each phase.

The above comments should not be perceived as directing your Office concerning the referenced proposal, but rather to describe the level of State participation.

Should your Office choose to execute the contract and proceed with design, please provide this Office with a copy of the **Executed Contract** as well as the *Designer's Affidavit* attesting to all of R.S.38:2224 for our records prior to your first Request for Disbursement (RD) for these services.

If you or the designer have any questions or concerns regarding this Office's comments, please submit a letter on your Office's letterhead.

Thank you,

Richard Paul Hebert

Richard Paul Hebert, AIA, NCARB
FP&C Project Manager