



CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION (CE&I)

CONSTITUTION DR – SHORT CONSTITUTION REHAB

THIS CONTRACT, made and entered into this ____ day of _____, 2022, by and between CITY OF WEST MONROE, hereinafter referred to as “OWNER” and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as “CONSULTANT”.

WHEREAS, the OWNER proposes to undertake a project known as the “CONSTITUTION DR – SHORT CONSTITUTION REHABILITATION”; and

WHEREAS, the OWNER desires to engage CONSULTANT to provide construction contract administration, construction engineering, and construction inspection services as appropriate for proper review of construction activities by contractor in accordance with Louisiana Department of Transportation and Development’s (LaDOTD) Urban Systems Program (STP<200K); and

WHEREAS, the CONSULTANT is agreeable to undertaking the related services under conditions and for fees 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 CONSULTANT, and CONSULTANT agrees to provide all construction contract administration and construction inspection services necessary for the performance of the items of work for the project, as more fully provided below.

SCOPE OF PROJECT

The project, as covered by this contract, shall consist of the road rehabilitation provided for by the LaDOTD’s Urban Systems Program (STP<200K) funding for project H.014689 Constitution Dr – Short Constitution Rehab. This project consists of the road rehabilitation of Constitution Drive from Mane Street to Short Constitution. It also includes the rehabilitation of Short Constitution Drive.

SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES

Construction contract administration, construction engineering, and construction inspection services (sometimes referred to as “Construction Engineering and Inspection” or “CE&I”) shall consist of all services required to provide construction contract administration, construction engineering and construction inspection services for this project. These services will be performed by the CONSULTANT in accordance with LaDOTD’s Standards & Procedures. LaDOTD will assign a Project Coordinator from its District Office to serve as the construction coordinator for the DOTD during project construction.

The following services shall be performed by the CONSULTANT (as the Local Public Agency) under the direct supervision of the OWNER’s Responsible Charge:

1. Coordinate with the OWNER’S Responsible Charge and DOTD Project Coordinator to schedule and attend the Pre-Construction Meeting. The CONSULTANT will be required to conduct the meeting.
2. Maintain all construction field records; make daily entries in the project diary to indicate CONSULTANT’S personnel and Contractor’s personnel present on the job site daily, the Contractor’s personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control and the charging of contract time. This will be done in LaDOTD’s Site Manager System.

3. Coordinate with the OWNER's Responsible Charge for all relocation or adjustments of utility facilities for the construction work site.
4. Provide all necessary personnel and equipment to perform the required field-testing for quality assurance in accordance with the latest issue of LaDOTD's Sampling and Testing Manual.
5. Submit all sampled materials to be tested by an approved Testing Laboratory, in accordance with LaDOTD Sampling and Testing Manual.
6. Inspect the Contractor's construction operations (daily) to ensure that all work is performed in accordance with the project plans and specifications. CONSULTANT'S inspector shall be on site whenever the contractor is working.
7. Keep clear and concise records of the contractual operations, prepare monthly pay estimates, and make monthly progress reports in conformance with LaDOTD's requirements and in Site Manager. Inspection of construction will not include shop and mill inspections and their approval.
8. Prepare final estimate packages, including Form 2059 – "Summary of Test Results" in conformance with the LaDOTD requirements.
9. Review and approve all form work drawings and distribute as appropriate.
10. All construction activities shall be coordinated between the CONSULTANT, the OWNER, the LaDOTD Project Coordinator and FHWA. All work standards, methods of reporting, and documentation of pay quantities shall be in accordance with the policies and procedures of LaDOTD. All partial and final construction estimates, and other information, must be submitted on forms approved by LaDOTD.
11. The CONSULTANT shall provide all documentation, as prescribed by LaDOTD, in LaDOTD's construction software, Site Manager. CONSULTANT will provide computer hardware, i.e., computers, printers, internet connections, etc. deemed necessary to efficiently conduct the inspection services.
12. CONSULTANT will be available for conferences, visits to jobsites, and/or inspections by the Entity Responsible Charge, LaDOTD or FHWA authorized representatives.
13. CONSULTANT shall submit "As-Built" plans with the final estimate package. "As-Built" plans shall reflect all changes made from the original plans. All changes to the plans are to be made using a 746-1/2 Tuscan red pencil.
14. When it is stipulated by the Project Specifications that approval by LaDOTD is required for material, equipment, and/or construction procedures, DOTD policies for obtaining such approval shall be followed.
15. All construction inspection personnel utilized by the CONSULTANT must meet and retain qualifications and certifications required by LaDOTD.
16. CONSULTANT shall perform any necessary spot checks for verification of contractor's construction layout. All surveying shall be in accordance with the requirement of LAPELS.
17. Any proposed changes in plans or in the nature of the work shall be pre-approved in writing by OWNER and LaDOTD, prior to the performance of stipulated work.
18. Plan changes (also called Change Orders) throughout the life of the project shall be written by CONSULTANT and approved through LaDOTD's process.

19. CONSULTANT shall monitor and document all construction claims and provide recommendations on disposition of claims.

20. CONSULTANT shall manage the Request for Information (RFI) process as defined on the LaDOTD internet site, <http://www.dotd.la.gov/construction/rfi/>.

21. CONSULTANT shall coordinate and/or perform the inspection of the fabrication of pre-cast materials with DOTD and the owner.

22. CONSULTANT'S inspector shall be responsible for performing and documenting inspections of erosion control devices, and reporting deficiencies to the contractor for correction.

23. CONSULTANT'S inspector shall be responsible for performing and documenting inspections of work zone traffic control plans and devices, and reporting deficiencies to the contractor for correction.

24. Meet with the LaDOTD Statewide Sign Inspector to review the construction signing for compliance with the MUTCD and Traffic Control Standards. Documentation of corrections made by the contractor will be input into Site Manager by the CONSULTANT'S Project Engineer.

25. CONSULTANT shall conduct all of their business in the best interest of the OWNER, LaDOTD and its client.

CONTRACT TIME

The services to be performed under this contract shall commence with the execution of this contract and shall be in effect until the submittal of the final estimate package. The delivery schedule for all project deliverables shall be established by the OWNER and LaDOTD.

COMPENSATION

OWNER shall pay and CONSULTANT agrees to accept, in full compensation for the services to be performed under this contract:

- A. CONSTRUCTION ENGINEERING & INSPECTION: Excluding any additional services, the total fee for this contract shall be \$123,000.00.
- B. ADDITIONAL SERVICES: Exhibit "A" shall be the basis for any additional Engineering and Surveying services required or requested by OWNER beyond those services to be provided under this Contract. Invoicing rates are subject annual adjustment.
- C. SPECIAL SERVICES: All specialized consultant or laboratory fees shall be 100% reimbursable.

PAYMENT SCHEDULE

The foregoing fees for the basic services shall be paid to CONSULTANT per invoice. Invoices will be prepared not more frequently than once per month, based on services completed to that billing date.

Specialized consultant or laboratory fees will be invoiced monthly based on subconsultant's invoice to CONSULTANT. Invoices shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

CONSULTANT shall be given credit and extension of time for delays beyond their control or for those caused by contractor delay or delay by various official agencies.

TERMINATION OR SUSPENSION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by OWNER and all payments required to be made to the CONSULTANT 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 CONSULTANT to comply with the terms, progress or quality of work in a satisfactory manner, as determined in the discretion of OWNER, proper allowance being made for circumstances beyond the control of CONSULTANT, or if for any other reason OWNER shall determine it does not wish to continue with the project at this time.
- 3) By either party upon failure of the other party 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 suspensions, payment shall be made to CONSULTANT for services provided prior to termination or suspension.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement CONSULTANT 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 CONSULTANTS’ 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 2022 INVOICING RATES

CLASSIFICATION		INVOICING RATE PER MAN HOUR
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1. Engineering Services		
A. Principals – Design, Consultation & Reports		\$150.00
B. Senior Staff Engineers & Architects		\$135.00
C. Design Engineers/E.I.		\$105.00
D. Technical Assistant		\$90.00
E. Project Representatives		\$85.00
2. Designer Services		
A. Senior Designers		\$100.00
B. Computer Aided Design/ Drafting		\$ 80.00
3. Clerical Services		\$ 65.00
4. Survey Services		
A. Registered Land Surveyor		\$125.00
B. Survey Party of 1 Man		\$150.00
C. Survey Party of 2 Men		\$165.00
5. Other Costs		

Any authorized subconsultant costs will be billed at invoiced cost to ENGINEER (no markup).