



CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION (CE&I)

NEW KIROLI ROAD BRIDGE OVER NORTH TUPAWEK BAYOU

THIS CONTRACT, made and entered into this ____ day of _____, 2023, 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 "NEW KIROLI ROAD BRIDGE OVER NORTH TUPAWEK BAYOU"; 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; 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 demolition of the existing timber bridge along Kiroli Road which crosses North Tupawek Bayou, and the replacement of this bridge with concrete box culverts and new road across this bayou crossing (along with replacement of the existing sidewalk on the west side of the bridge. The project is funded by the City of West Monroe and the State of Louisiana (capital outlay).

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. This contract intends to satisfy the inspection and reporting requirements of the OWNER and Louisiana Facility Planning & Control only.

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 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.
3. Coordinate with the OWNER's Responsible Charge for all relocation or adjustments of utility facilities for the construction work site.
4. Coordinate with OWNER's selected Testing Laboratory to ensure the required field-testing for quality assurance is performed and all sampled materials are tested.

5. Inspect the Contractor's construction operations to ensure that all work is performed in accordance with the project plans and specifications. CONSULTANT'S representative (construction engineer or inspector) will be on-site as needed for proper documentation and observation of the work, and to ensure general adherence to the plans and specifications.

6. Keep clear and concise records of the contractual operations and review contractor's monthly pay estimates. Inspection of construction will not include shop and mill inspections and their approval.

7. Review and approve all contractor shop drawings and distribute as appropriate.

8. All construction activities shall be coordinated between the CONSULTANT, the OWNER, and the state of Louisiana, Office of Facility Planning & Control (FP&C).

9. The CONSULTANT will provide computer hardware, i.e., computers, printers, internet connections, etc. deemed necessary to efficiently conduct the inspection services.

10. CONSULTANT will be available for conferences, visits to jobsites, and/or inspections by the Entity Responsible Charge or FP&C authorized representatives.

11. 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.

12. Any proposed changes in plans or in the nature of the work shall be pre-approved in writing by OWNER, prior to the performance of stipulated work.

13. Plan changes (also called Change Orders) throughout the life of the project shall be written by CONSULTANT.

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

15. CONSULTANT shall manage the Request for Information (RFI) process.

16. CONSULTANT shall coordinate and/or perform the inspection of the fabrication of pre-cast materials with the OWNER.

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

18. 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.

19. CONSULTANT shall conduct all their business in the best interest of the OWNER and all funding entities.

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 project is completed and closed out. The delivery schedule for all project deliverables shall be established by the OWNER.

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: These services shall be performed for the lump-sum fee of **\$72,650**.
- 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.
- 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, reflecting the percentage of the contract 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 INVOICING RATES

January 2023

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	\$145.00
C.	Design Engineers	\$105.00
D.	Engineering Interns/Technicians	\$ 95.00
E.	Inspectors	\$ 85.00
2. Designer Services		
A.	Senior Designers	\$100.00
B.	Computer Aided Design/ Drafting	\$ 80.00
3. Clerical		\$ 75.00
4. Survey Services		
A.	Principals	\$150.00
B.	Registered Land Surveyor	\$135.00
C.	Survey Technician	\$105.00
D.	Survey Party of 1 Man per hour	\$150.00
E.	Survey Party of 2 Men per hour	\$165.00
5. Other Costs		

Any authorized subconsultant costs 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.