



## CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION (CE&I)

### TUPAWEK ESTATES SIDEWALK PROJECT

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 "TUPAWEK ESTATES SIDEWALK PROJECT"; 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 construction of sidewalk along Tupawek Drive within Tupawek Estates Subdivision. The primary purpose of the project is to provide a safe corridor for pedestrians within the neighborhood. This includes parents and students walking to and from Kiroli Elementary School.

#### 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.

#### 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. ENGINEER shall not be responsible for delays caused by agency reviews or changes in scope.

#### 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 SERVICES: The total fee for this contract is \$21,500.
- 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, based on actual hours expended for the 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 INVOICING RATES**

January 2022

<u>CLASSIFICATION</u>		INVOICING RATE PER MAN HOUR
1. Engineering Services		
A.	Principals – Design, Consultation & Reports	\$150.00
B.	Senior Staff Engineers & Architects	\$135.00
C.	Design Engineers	\$105.00
D.	Engineering Interns/Technicians	\$ 90.00
E.	Inspectors	\$ 85.00
2. Designer Services		
A.	Senior Design/Drafters	\$100.00
B.	Drafters	\$ 80.00
3. Clerical		\$ 65.00
4. Survey Services		
A.	Principals	\$135.00
B.	Registered Land Surveyor	\$120.00
C.	Survey Technician	\$100.00
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 105% of invoiced cost to ENGINEER. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.