CONTRACT FOR CONSTRUCTION CONSULTANT SERVICES

**AIRPORT NAME (airport name)**

**BOA PROJECT NUMBER (project#)**

**AIP/STATE AID NUMBER** **(project#)**

Between the

**OWNER**: (owner), Wisconsin

Represented by: SECRETARY OF TRANSPORTATION, agent for the owner

and

**CONSULTANT**: (consultant)

(consultant address)

This contract made and entered into by and between the (airport owner), Wisconsin represented by its duly authorized agent, WISCONSIN DEPARTMENT OF TRANSPORTATION SECRETARY, Bureau of Aeronautics (BOA), in accordance with Wis. Stat. §114.32(1) (1993), hereinafter called the owner and (consultant), hereinafter referred to as the consultant.

The owner proposes to: (description)

ALL SERVICES

The consultant represents it is in compliance with the laws and regulations relating to the profession of engineering and is willing and able to do the consultant services required in the proposed work in accordance with this contract.

It is expressly understood and agreed that the lump sum amount totals $ (total), the actual costs shall not exceed $      and in no event will the total compensation and reimbursement paid hereunder exceed the maximum combined sum of $(sum) for all of the services required under this contract except by amendment to this contract.

The consultant representative is (consultant rep) whose telephone number is (phone number).

The owner representative is (BOA Rep) whose telephone number is (phone number).

The Disadvantaged Business Enterprise goal on this contract is (DBE goal)%.

Attached and made part of this construction contract are the “General Provisions: and “Special Provisions.” This contract incorporates and the parties agree to all of the **CONSULTANT SERVICES GENERAL PROVISIONS DATED** July 10, 2014. The consultant acknowledges receipt of a copy of these “General Provisions.”

This contract has been agreed to and signed on the dates shown. Effective date of the contract is the latter of the two dates.

AS AGENT FOR OWNER CONSULTANT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David M. Greene, Director Signature

Bureau of Aeronautics

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SS#/FEIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Airport: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CONSULTANT BILLING ADDRESS:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACT**

Part I. Payment/Scope of Services

Section A. Payment

1. Lump Sum
2. Actual Costs

Section B. Scope of Services

1. General
2. Pre Construction
3. Construction Inspection Management and Reporting Program
4. Airport Layout Plan

Part II. Other Provisions

Section A. Management Engineering Services

Section B. Resident Engineer Services

Part III. Special Attachments (As Required)

 Examples

 Sub-consultant Contracts

Reimbursement for expense for Actual Costs**Part I. Payment/Scope of Services**

Attached to and made a part of the Consultant Construction Services Contract:

 Airport Name: (airport name)

 BOA Project Number: (project number)

 AIP/STATE AID Project Number: (Project #)

**Section A. Payments**

1. **Lump Sum** - The owner agrees to pay the consultant as compensation for professional services furnished under Section B and in accordance with the “General and Special Provisions,” a lump sum for each unit of work performed as follows:

| **Item No.** | **Description** | **Fee** |
| --- | --- | --- |
| 1. | Pre Construction | $ Lump Sum |
| 2. | Construction Inspection Management and Reporting Program  [ ] Yes [ ] No | $ Lump Sum |
| 3. | Airport Layout Plan Package[ ] Yes [ ] No | $ Lump Sum |
| 4. | Initial Construction Layout | $ Lump Sum |
| 5. | Provide project Record Drawings (As-Builts) | $ Lump Sum |
|  |  |  |
|  |  |  |
| **TOTAL LUMP SUM AMOUNT** | $  |

1. **Actual Costs**

The consultant agrees to provide necessary management engineering, resident engineering, testing, and inspection services including staking as required for the execution of the project construction as defined in the contractor’s construction contract and as set forth in this consultant’s contract provisions.

The owner agrees to pay the consultant for full compensation on services rendered under this section an actual cost to the consultant up to $      plus a fixed fee of $      except by an amendment to this contract.

*The overhead rate to be applied to this contract is \_\_\_\_\_\_\_\_\_\_\_\_. (Optional)*

 **Total Actual Cost Amount - $** **(total cost)**

 **Maximum Combined Amount (Lump Sum and Actual Costs) - $** **(lump sum & actual costs)**

**Section B. Scope of Services.** The consultant agrees to perform the following services:

1. **General**

a. The Wisconsin Department of Transportation - Bureau of Aeronautics **Standard Specification for Airport Construction**, 1998 edition plus all supplemental specifications pertaining to Part I - general requirements and covenants which relate to consultant’s responsibilities is part of this contract.

b. Reimbursement for actual costs will be limited to those which are allowable under 48 C.F.R. §31.103 (2007). Payment is intended as full compensation for work performed or services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work.

c. The reimbursement of expenses in the actual costs section of this contract will be in accordance with the consultant’s written policy. The owner reserves the right to deny payment of expenses on reasonableness. Any expenses that the consultants have in the determination of their overhead rate are not eligible for reimbursement. The owner has the right to request receipts. In the absence of the consultant’s written policy, the State of Wisconsin written policy on reimbursement of expenses for consultant employees will be used as guidelines.

d. The consultant agrees that management engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of resident engineering services that may be required under this contract. The consultant further agrees to furnish record drawings in the format specified by the bureau upon completion of the project. Nothing herein shall be construed as imposing upon the consultant’s responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors. The services involved with management engineering are described in Part II, Section A.

e. The consultant agrees that resident engineering services furnished under this contract shall be to the extent necessary to inspect the work and to determine compliance with the plans and specifications, including representing the owner in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the owner on and around areas of construction. Documentation of construction progress and delays, quantities and percentages of work, tests performed, inspections made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work, will be maintained on the project site. Nothing herein shall be construed as imposing upon the consultant’s responsibility for the construction means, methods, techniques, sequences, safety programs and procedures used by contractors. The services involved with resident engineering services are described in Part II, Section B.

f. The resident engineer shall maintain a daily diary to record the construction history of the project. The diary will be made available to the FAA or owner for review upon request during inspections or visits. The project diary should include, but not be limited to the following information; weather conditions, job site conditions, work in progress and general location, equipment in use, contractors work force and hours worked, material delivered, tests performed, tests failing and action taken, instructions to the contractors, record of officials visiting project and verbal or written instructions given, telephone conversations and verbal instructions received, or authorization granted, engineering field force activity and hours worked, delays to construction and reason. The diary should be in a bound book of good quality, easily handled and carried.

g. Any orders issued by the owner/owner representative will be transmitted through the consultant representative to the construction contractor.

h. In the event of a controversy, the **consultant** Representative shall first confer with the **owner** Representative and then transmit the agreed course of action to the contractor. In the event the **consultant** Representatives and **owner** Representatives cannot agree, the **owner** Representative will promptly contact the Airport Engineering Section Chief or their delegate who will determine the necessary course of action. The determination will then be transmitted to the contractor through the **consultant** Representative.

i. Perform consultant field operations in accordance with OSHA regulations and accepted safety practices.

j. Provide both the owner and the bureau a hard copy of the project record drawings. In addition, an electronic copy of the record drawings shall be sent to the bureau in accordance with the latest bureau “as-built guidelines” which can be found on the bureau website.

k. The owner will notify the consultant by certified mail that final billing for all services on this contract must be submitted within 14 days, after which no further payment will be made.

**2. Pre-Construction Work**

The consultant services in this item include:

a. Prepare, coordinate and schedule the pre-construction conference, after the construction contracts are awarded.

b. Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the pre-construction conference. The owner should be provided copies of all construction schedules.

c. Prior to pre-construction conference, furnish the names of the project management person, resident engineer (and inspectors upon request) with qualifications for approval by the owner.

d. Preside at the pre-construction conference, prepare a detailed record of the conference, submit to the owner for review and comment, and distribute the final record.

**3. Construction Inspection Management and Report Program**

a. This provision applies only to federally funded projects for pavement costs over $250,000.

b. A construction inspection management program detailing the measures and procedures to be used to comply with the quality control provisions of the construction contract including, but not limited to, all quality control provisions and tests required by the federal specifications, federal approved state specifications or federal approved deviations from these specifications. Pavement refers to the total pavement structure including sub-grade, base and sub-base courses, and surface course.

c. The consultant shall provide the following information before the start of construction:

(1) The name of the person representing the sponsor who has overall responsibility for contract construction inspection administration for the project and the authority to take necessary actions to comply with the contract.

(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

(3) Procedures for assuring that testing laboratories meet the requirements of the American Society of Testing and Material’s Standards on laboratory evaluation referenced in the contract specifications. (The testing contract shall state that the laboratory complies with ASTM D3666 -11 and C1077-13).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken, and that the quality of materials used is adequate.

d. The consultant shall provide the following information upon completion of the project:

(1) An interim test and quality control report shall be submitted, if requested by the owner.

(2) A final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material.

**4. Airport Layout Plan Package**

1. The ALP package will be prepared in accordance with the current AC 150/5300-13 and BOA ALP Development Guide/checklist.
2. List of ALP sheets as checked will be included in this contract.

|  |  |  |
| --- | --- | --- |
| Title sheet | [ ] Yes | [ ] No |
| Airport layout sheet | [ ] Yes  | [ ] No |
| Terminal area sheets (number )  | [ ] Yes  | [ ] No |
| Approach sheets (Rwy's , , , , , ) | [ ] Yes | [ ] No |
| Airport property map (Land inventory map) | [ ] Yes | [ ] No |
| Land use plan | [ ] Yes | [ ] No |
| Land acquisition plan | [ ] Yes | [ ] No |
| Airport airspace drawing | [ ] Yes | [ ] No |
| ALP to be prepared using CADDS  | [ ] Yes | [ ] No |

1. ALP Narrative Report [ ] Yes [ ] No
2. Transmittal Letter to FAA [ ] Yes [ ] No

**PART II. OTHER PROVISIONS**

**Section A. Management Engineering Services**

The consultant agrees to provide management engineering services required for the execution of the work. These services shall include, but are not limited to the following:

1. Check construction activities to obtain compliance with plans and specifications.

2. Provide interpretation of plans and specifications.

3. Supervise and coordinate sub-consultant contracts for field inspection and testing.

4. Review shop drawings and certificates submitted by contractors for compliance with design concepts.

5. Review all final pay estimates and explanation of variation between contract and final quantities prepared by resident engineer.

6. Review weekly progress reports as prepared by resident engineer.

7. Review “Contractors Request for Extension of Contract Time” analysis made by the resident engineer and make recommendation to the owner.

8. Prepare and recommend approval of change orders.

9. Meet with the owner for consultation and advice during construction.

10. Schedule final inspection of all contracts and send notifications. Attend final inspection of construction. Make recommendations for acceptance of work.

11. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the resident engineer.

12. Certify that all project work completed under inspection of the resident engineer is in substantial compliance with the plans, specifications and contract documents including any modifications by change order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.

13. Maintain record drawings from redline or working drawings prepared by resident engineer as accumulated during the course of construction to show “as-built” conditions.

**Section B. Resident Engineer Services**

The consultant agrees to provide resident engineering, testing, and inspection services including construction staking required by the owner in the execution of the project work.

The consultant is authorized to employ the resident engineer on other work during periods of temporary job shutdown if such services are not required by the project. Normally, the resident engineer will give continuous service on the project when construction is in progress to include temporary interruptions due to weather or mechanical failure; however, on some projects, these services may be intermittent in accordance with project requirements.

Resident services shall include, but are not limited to the following:

1. Construction staking shall be in accordance with “General Requirements and Covenants for Airport Construction,” Section 50-06.

2. Check construction activities to monitor compliance with the plans and specifications.

3. Check contractor’s equipment and review proposed methods of construction. Notify contractor of equipment and methods which do not comply with the contract requirements. The resident engineer shall notify the owner in the event that the contractor elects to continue the use of questioned equipment and methods.

4. The resident engineer shall monitor the contractor’s compliance with the approved DBE plan (i.e., determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.). Deviations should be reported to the owner.

5. Make necessary tests in accordance with the cited standard methods of ASTM; record all test results on the appropriate “Field Inspection of Material” forms; prepare a summary and disposition of all testing and materials inspection on the “Test Report Record” form; and record all deviating tests on a “Materials Specification Deviation Report” form.

6. The resident engineer shall notify the contractor of any failure of the work or materials to conform to the requirements of the contract, plans or specifications. The resident engineer may reject non-conforming materials and notify the contractor to suspend any work in question until such issues can be referred to the owner for a final decision.

7. Maintain daily records of the contractor’s progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

8. Prepare and submit weekly progress report, working day weekly statement, contract time status, and other reports as required by this contract. A concise report of the daily services performed by the resident staff shall be incorporated in progress reports. Working day weekly statement and weekly progress reports shall be submitted to the owner within three calendar days of the end of the contractor’s work week. All failed tests and re-tests must be reported with the weekly progress reports. A summary of out-of-tolerance material, any corrective action, and material subject to pay reduction is also required.

9. Determine that each contractor of subcontractor on the project is submitting the required payroll reports. Review payroll reports for completeness and compare with published state and/or federal wage rates for compliance. Where payroll reports are found to be incomplete or inaccurate, make the initial contact with the contractor and refer to the bureau for further action if necessary. Submit the first payroll report of each contractor and subcontractor to the owner (except on state aid contracts). Retain all payroll reports on the project for review for a period of not less than five (5) years.

Affirm that the prime contractor has posted the prevailing wage rates at the job shack (or other conspicuous location approved by the engineer).

Assist the bureau in the conduct of random wage compliance interviews with workman on the project as requested.

10. Perform other services as reasonably required by the owner and as outlined in the Standard Specifications for Airport Construction, 1998 edition.

11. Review and evaluate “Contractor’s Request for Extension of Contract Time,” submit recommendation to the consultant’s project management person.

12. Measure and compute quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.

13. Prepare “Periodic Cost Estimates” and submit to the owner.

14. Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. Notify the contractor that no work on change orders can start until approval is obtained from the owner.

15. Prior to the final inspection, prepare and distribute to the contractor and owner a semi-final inspection report including a list of uncompleted items.

16. When work included in a construction contract is complete, notify consultant project management person to coordinate and schedule a final inspection.