

**PETROLEUM STORAGE TANK RELEASE TRUST FUND**

**MONITORING**

**REQUEST FOR PROPOSAL**



**Kansas Department of Health and Environment**

**Bureau of Environmental Remediation**

**Storage Tank Section**



Kathleen Sebelius, Governor  
Roderick L. Bremby, Secretary

DEPARTMENT OF HEALTH  
AND ENVIRONMENT

[www.kdheks.gov](http://www.kdheks.gov)

April 2, 2008

Prospective Bidders,

Several additions and clarifications have been made to the Monitoring Request For Proposal (MON RFP). This updated document is the MON RFP Revision 5, 4/2008, and is effective as of April 8, 2008, for all monitoring bids. As an addendum to the original bid contract, all monitoring renewals approved after April 8, 2008, will be conducted in accordance with the requirements in this revised MON RFP. Please review the updated document in its entirety and utilize this document while preparing your bid proposals.

The MON RFP Revision 5 is available on the internet at [www.kdheks.gov/tanks/rfp](http://www.kdheks.gov/tanks/rfp). If you have any questions regarding the MON RFP, please contact me at (785) 296-1030.

Respectfully,

A handwritten signature in black ink that reads "Sharon F. Elder". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sharon F. Elder, L.G.  
Unit Chief, Monitoring Unit  
Storage Tank Section  
Bureau of Environmental Remediation

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## **SECTION 1.0 PROPOSAL PROCESS INFORMATION**

### **1.1 PURPOSE**

On behalf of the Owner/Operator (O/O), the Kansas Department of Health and Environment (KDHE) is soliciting bids from qualified Vendors to implement a groundwater monitoring program. The program is designed to track the levels of contamination detected in the groundwater at the site.

### **1.2 OBJECTIVES**

- 1.2.1 To provide information necessary for the preparation of competitive cost proposals by qualified Vendors.
- 1.2.2 To provide for a fair and objective evaluation of proposals.
- 1.2.3 To result in a contract between the O/O and the Vendor to provide the services as described in Sections 3.0 and 4.0 of this Request For Proposal (RFP).

### **1.3 DEFINITIONS**

- 1.3.1 “Corrective Action” means all action necessary to contain, collect, control, identify, analyze, clean up, treat, disperse, remove, or dispose of soils and groundwater contaminated by a release of petroleum products from a storage tank.
- 1.3.2 “Field Geologist” is the designated site representative for the Vendor. This position works under the direct supervision of the Vendor’s designated “Licensed Professional”. Minimum qualifications for this position are:
  - 1) Has a BS degree in Geology from an accredited four year college or a related degree with a minimum of 30 semester hours of geologic course work, and
  - 2) Has overseen drilling activities and has described and recorded the subsurface lithology during the drilling of at least 21 boreholes.
- 1.3.3 “Hazardous substance” shall have the meaning ascribed to such term by Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 of the United States as in effect on January 1, 1992.
- 1.3.4 “Landscape Professional” means an individual or company that engages in landscaping activities as a primary or substantial source of revenue. A Landscape Professional must possess a tax ID number and liability insurance under the company name. The landscaping professional cannot be an employee of the general contractor.
- 1.3.5 “Licensed Professional” is the designated site representative for the Vendor, or the designated supervisor of the Vendor’s “Field Geologist”. Minimum qualifications for this position are 1) possession of a valid and current professional license through the Kansas State Board of Technical Professions, and 2) must be technically qualified to interpret geologic data. This position is responsible for the preparation and certification of all geological information in reports and on maps.

- 1.3.6 “Other pollutant” means any substance determined by the Secretary of Health and Environment that poses a substantial present or potential hazard to human health or the environment when released. The term does not include radioactive materials regulated by K.S.A. 48-16-01 et seq.
- 1.3.7 “Petroleum” means petroleum, including crude oil or any fraction thereof, which is liquid at standard conditions of temperature and pressure, including but not limited to gasoline, gasohol, diesel fuel, fuel oils and kerosene.
- 1.3.8 “Project Geologist” is the designated site representative for the Vendor, or the designated supervisor of the Vendor’s “Field Geologist”. Minimum qualifications for this position are 1) all the minimum qualifications for a “Field Geologist”, and 2) currently a Licensed Geologist in the State of Kansas. This position is responsible for the preparation and certification of all geological information in reports and on maps.
- 1.3.9 “Project Manager” means the KDHE staff geologist or environmental scientist designated to be the lead technical interface with the Vendor.
- 1.3.10 “Release” means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance.
- 1.3.11 “Sampling Technician” means a Vendor representative qualified to perform certain on-site activities as specified in the RFP. In order to meet the minimum qualifications for a sampling technician, the individual must have 1) OSHA 40 Hour Hazardous Material training and annual 8 Hour Refresher training, 2) knowledge of EPA/KDHE sampling protocol, and 3) collected laboratory groundwater samples from at least 30 monitoring wells.
- 1.3.12 “Trained Professional” is a representative for the Vendor. The minimum qualifications for this position are a Bachelor’s degree from an accredited four-year college or a related degree with a minimum of 30 hours of geologic, hydrogeologic or environmental science course work.
- 1.3.13 “Vendor” means any individual, partnership, association or corporation who is seeking or is chosen to enter into a procurement contract with the O/O.

## **1.4 INQUIRIES**

- 1.4.1 All inquiries concerning this RFP must be submitted in writing to:
  - Petroleum Storage Tank Release Trust Fund
  - 1000 SW Jackson, Suite 410
  - Topeka, KS 66612-1367
  - Attn: Monitoring Unit                      FAX: (785) 296-6190
- 1.4.2 Answers to all written questions will be distributed to all participating prospective Vendors by mail.
- 1.4.3 In all cases, no verbal communication will override written communications and only communications in writing are binding.

## **1.5 REVISIONS TO THE REQUEST FOR PROPOSAL**

In the event it becomes necessary to revise any part of this RFP, revisions will be provided in writing to all Vendors to whom KDHE has sent the RFP.

## 1.6 SUBCONTRACTORS

If the Vendor intends to subcontract any part of the work to be performed under this RFP, the Vendor must include in its proposal a complete list of potential subcontractors and a description of the work to be subcontracted. The Vendor is responsible for assuring its subcontractors possess all licenses and/or certifications as required by the State of Kansas for the services they will provide.

## 1.7 SUBMISSION OF PROPOSAL

- 1.7.1 Two (2) sealed copies of the proposal must be received by the Petroleum Storage Tank Release Trust Fund no later than 3:00 pm on the date specified on the Project Bid Proposal Cover Sheet and the Project Bid Proposal Sheet(s). Proposals should be addressed to:

Petroleum Storage Tank Release Trust Fund  
1000 SW Jackson, Suite 410  
Topeka, KS 66612-1367  
Attn: Storage Tank Section

The proposal must include costs for all tasks necessary to complete the scope of work in accordance with all requirements outlined in the RFP.

- 1.7.2 The outside of the envelope must be marked "**SEALED BID**" in bold lettering. The bid number(s) of the enclosed bid(s) must be displayed on the outside of the envelope. All bids sent in the same envelope must have the same bid deadline. Failure to properly mark the outside of the envelope may result in the bid(s) being disqualified.
- 1.7.3 Late proposals will not be opened. A letter notifying the Vendor, and documentation that the proposal was received after the deadline, will be mailed to the Vendor. The proposal will be stored in KDHE files for a period of one year beyond the closing date for the bid.
- 1.7.4 KDHE and/or the O/O will not pay for any information herein requested, nor are they liable for any costs incurred by the Vendor to prepare or submit a proposal.
- 1.7.5 Proposals must be in duplicate and include the following completed documents:
- 1) Bid Proposal Cover Sheet with Vendor Information
  - 2) Exhibit 2 Project Bid Summary Sheet (multiple site bids only)
  - 3) Exhibit 2 Project Bid Proposal Sheet(s). The Vendor's name must appear at the top of each sheet in the designated place.
  - 4) List of all proposed subcontractors, major equipment suppliers and analytical laboratories.
- 1.7.6 Proposals must be neat and legible. Proposals that are not properly submitted and/or are not complete will be disqualified.

## 1.8 WITHDRAWAL OF BIDS

A Vendor may withdraw a bid at anytime prior to the scheduled closing time for receipt of proposals.

## **1.9 PROPOSAL OBLIGATIONS**

The contents of the proposal and any clarification thereto submitted by the successful Vendor shall become part of the contractual obligation and will be incorporated by reference into the ensuing contract.

## **1.10 TERM OF PROPOSAL**

All proposals shall be firm for a period of ninety (90) days after the proposal due date to allow time for evaluation of all proposals and to make an award.

## **1.11 DISPOSITION OF PROPOSALS**

All proposals become the property of the State of Kansas upon receipt and will not be returned to the Vendor. The State of Kansas shall have the right to use all ideas or adaptations of ideas contained in any proposal received in response to the RFP. Selection or rejection of the proposal will not affect this right.

## **1.12 NOTIFICATION OF APPROVED COSTS**

After evaluation of the proposals, all Vendors who submitted proposals will be notified in writing of the approved costs for the Project.

## **1.13 EVALUATION OF CRITERIA**

Due to the variable nature of sites being monitored, bids will be reviewed to ensure that line item costs are equitably distributed across all required tasks. Prices must accurately reflect the actual cost to complete each segment of the project because additional scopes of work may be required. To avoid the potential problem of Vendors unfairly “loading” costs into certain categories to avoid cost prorating, KDHE Trust Fund bid proposals will be evaluated on a line item basis. KDHE will review individual line item rates with respect to bids from other Vendors for the same project, and to historical costs.

KDHE reserves the right to require an explanation of all higher or lower than reasonable line item costs. The fact that previous bids may have been approved with unreasonable line item costs does not mean that future bids with similar costs will be approved.

The following procedure must be used in preparing the bid package:

If a line item unit rate is bid as zero (0) or is left blank, and the activity associated with that line item is required to complete the scope of work, the bid will be rejected as unresponsive.

The unit rate and line item total cost should be entered as “Included” (INC) if the unit cost for that line item is included in the rate for another line item. The line item in which it is included must be specified.

The unit rate and line item total cost should be entered as “NC” if it is proposed to perform the work at no cost. “NC” will be taken to mean that the no charge rate will apply not only to the original scope of work, but will also apply to any additional scope of work within the geographic area.

KDHE reserves the right to approve or deny proposed rates and/or quantities on a line item basis. If deemed to be in the best interest of the O/O and the State, KDHE may propose reduced but reasonable (as determined by KDHE using the criteria above) costs for specific line items, and approve the revised total project cost. If the Vendor is not willing to perform the task(s) at the reasonable rate, they may withdraw their bid. KDHE will not allow costs to be moved between line items to meet the reasonable cost requirement after the bid closing date.

In addition to the above described line item cost evaluation, proposals will be evaluated according to the Vendor’s 1) total cost as submitted on the Project Bid Proposal Sheets, 2) experience, 3) expertise, and 4) past performance on KDHE Trust Fund sites. The final determination of approved costs for the project will be in the best interest of the O/O and KDHE.

#### **1.14 PRE-CONTRACT SUBMITTALS**

The Vendor is required to submit, as part of the proposal, each item requested in the order and format provided below. Certain items (\*) will remain on file with KDHE and, once submitted, re-submittal will be necessary only when changes are made. The Vendor must specifically state each item omitted from the submittal package and include an explanation.

- 1.14.1 A cover letter from the Vendor.
- 1.14.2 Two copies of properly completed monitoring bid proposal sheets (see EXHIBIT 2)
- 1.14.3 Copy of Insurance Certificate\*
- 1.14.4 Resumes of all personnel expected for the project and current OSHA safety training certification of all personnel proposed to conduct field activities for the project\*
- 1.14.5 Complete list of equipment\*
- 1.14.6 Quality Assurance and Quality Control (QA/QC) plan\*
- 1.14.7 Workers Compensation Log & Summary of Occupational Injuries and Illness (OSHA form G200)\*
- 1.14.8 List of all sub-contractors with a description of their duties and, if applicable, copies of their OSHA safety training certificates. If the sub-contractor is to serve as the Vendor’s Project Geologist, Project Manager, or Sampling Technician, a copy of their resume is to be submitted to KDHE indicating their qualifications as outlined in Section 1.3.8, 1.3.9 or 1.3.11 respectively.

## **1.15 CONFLICTS OR AMBIGUITIES**

Vendors shall notify KDHE immediately if conflicts or ambiguities are found in the RFP. Failure to do so prior to the specified closing date may result in these items being resolved in a manner deemed to be in the State's best interest as judged by the KDHE Storage Tank Staff.

## **SECTION 2.0 CONTRACT INFORMATION**

### **2.1 PURPOSE**

This section outlines the type of contract contemplated and sets forth contract clauses that must be contained in any resultant contract.

### **2.2 CONTRACT DOCUMENT**

- 2.2.1 The contract between the O/O and Vendor shall consist of, at a minimum, the following: 1) This RFP and any amendments thereto, 2) the Vendor's proposal submitted in response to the RFP, and 3) the Owner/Operator Standard Contract (ATTACHMENT G) or equivalent.
- 2.2.2 For the purpose of contract uniformity, the Owner/Operator Standard Contract (ATTACHMENT G) in this RFP should be used.
- 2.2.3 In the event of any inconsistency or contradiction between this RFP and the Vendor's proposal and/or contract form, the provisions of this RFP are controlling.
- 2.2.4 The O/O and the Vendor are to enter into the contract within 14 days following the approval of the costs. A copy of the Owner/Operator Standard Contract or equivalent must be forwarded to KDHE as soon as it is signed by both parties.

### **2.3 RESPONSIBILITIES**

- 2.3.1 The O/O is responsible for assuring the monitoring program is conducted in accordance with the KDHE specifications described in Sections 3.0, 4.0 and 5.0.
- 2.3.2 The O/O and the Vendor selected to perform this scope of work are responsible for maintaining the initial project costs approved by KDHE. Any changes to the value of this contract will be in accordance with the Vendor's proposed unit pricing and must be approved in writing by KDHE prior to the Vendor commencing work. KDHE reserves the right to deny any changes.
- 2.3.3 The O/O and the Vendor are responsible for securing and complying with any and all federal, State of Kansas and local permits and regulations regarding the Scope of Work defined in this RFP.

### **2.4 ERRORS IN PREPARATION**

The Vendor is responsible for any mathematical error or incorrect extension of any calculations in the Vendor's price quotes. In case of discrepancies, the Vendor unit cost will be multiplied by the units provided and the resultant unit price will be used in the evaluation. Any proposal with an error will be disqualified if there is a five percent or less difference

between it and the next lowest qualified proposal. If the percent difference is greater than five percent, the corrected amount will be considered the Vendor's submission and be subject to approval.

## **2.5 CONTRACT AMENDMENTS**

Any modification, amendment or extension to a contract resulting from this RFP must be in writing. The O/O must receive prior written approval from KDHE for the changes. KDHE reserves the right to deny any modifications, amendments or extensions.

## **2.6 COMPLIANCE WITH THE LAW**

The Vendor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances; and all provisions required thereby to be included herein, are hereby incorporated by reference. The Vendor agrees to indemnify and hold the O/O and KDHE harmless from any loss, damage or liability resulting from the violation on the part of the Vendor of such laws, rules, regulations or ordinances.

## **2.7 SEVERABILITY**

The invalidity in whole or part of any provision of the contract shall not void or affect the validity of any other provision.

## **2.8 ASSIGNMENT, TRANSFER, CONVEYANCE, SUBCONTRACT AND DISPOSAL**

The Vendor shall not assign, transfer, convey, subcontract or dispose of any contract resulting from this RFP, or its rights, title, interest or power to execute such assignments to any other person, company, corporation or entity without written consent of the O/O and KDHE.

## **2.9 INSURANCE**

The Vendor shall maintain, at its expense during the term of the contract, the following insurance covering the services to be performed under this contract:

- 2.9.1 Workmen's Compensation-statutory.
- 2.9.2 Employers liability insurance in the minimum amount of \$500,000.00 per occurrence with a \$1,000,000.00 aggregate.
- 2.9.3 Comprehensive general liability insurance of \$1,000,000.00 per occurrence with a \$1,000,000.00 aggregate.
- 2.9.4 Vehicle liability (property damage and bodily injury combined) insurance of \$500,000.00 per occurrence.
- 2.9.5 Professional liability insurance of \$1,000,000.00 per occurrence with a \$1,000,000.00 aggregate.
- 2.9.6 The successful Vendor will provide the O/O, within twenty (20) working days of the contract signing, a certificate of insurance (Accord Form 25-S) naming the O/O as the certificate holder. The cancellation clause of the Accord Form will read as follows:

**“Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.”**

A copy of this document must be provided to the KDHE within the same 20 working days period.

## **2.10 INDEMNIFICATION**

Neither the O/O nor KDHE shall be liable for any damage or compensation payable by law in respect to or in consequence of any accident or injury to any worker or other person in the employment of the Vendor or any subcontractor, save and except an accident or injury resulting from a willful negligent act or default of the O/O or KDHE.

The Vendor shall indemnify and keep indemnified the O/O and KDHE against all such damages and compensation save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## **2.11 COMMUNICATION AND NOTICES**

Any written notice to the Vendor shall be deemed sufficient when deposited in the United States mail, postage prepaid and addressed to the Vendor at its address listed on the signature page of the contract or at such address as the Vendor may have requested in writing, or which is hand carried and presented to an authorized employee of the Vendor at its address as listed on the signature page of the contract.

## **2.12 TERMINATION**

- 2.12.1 Termination for cause: The O/O or the Vendor may terminate the contract resulting from this RFP at any time when either party fails to carry out its obligations under the provisions of this RFP or fails to make substantial progress under the terms specified in the RFP and the resulting proposal and contract.
- 2.12.2 The O/O shall provide the Vendor with written notice of conditions adversely affecting performance. If after such notice the Vendor fails to remedy the conditions contained in the notice within ten (10) days, the O/O may issue the Vendor an order to stop work immediately and exercise their right to terminate the contract.
- 2.12.3 The Vendor shall provide the O/O with written notice of conditions adversely affecting performance. If after such notice the O/O fails to remedy the conditions contained in the notice within ten (10) days, the Vendor may exercise their right to terminate the contract.
- 2.12.4 The O/O shall be obligated only for the services performed in accordance with the RFP specifications prior to the date of termination notice.

## **2.13 WAIVER**

In the event of a breach of contract or any provision thereof, the failure of the O/O to exercise any of its rights or remedies under this contract shall not be construed as a waiver of any such provision of the contract breached or as an acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law.

## **SECTION 3.0 STATEMENT OF WORK**

### **3.1 GENERAL INFORMATION**

- 3.1.1 The following information is provided to assist the O/O in obtaining proposals for the scope of work necessary to accomplish the goals outlined herein.
- 3.1.2 The Vendor may modify the scope of work; however, all modifications and justification for the modifications must be identified as such in the proposal. Modifications to the proposal must be approved in writing by KDHE prior to the initiation of work.
- 3.1.3 Vendor is responsible for insuring that work performed under this contract complies with all applicable standard operating procedures (SOP's) as included in the KDHE Division of Environment Quality Management Plan (QMP) or directed by the KDHE Project Manager if it is determined by the KDHE that more rigorous operating procedures are warranted. The KDHE Division of Environment QMP can be obtained from KDHE or from the KDHE website at <http://www.kdheks.gov/tanks>.
- 3.1.4 KDHE reserves the right to reject any modifications to proposals.
- 3.1.5 Definitions of line items in the Project Bid Proposal Sheet can be found in Section 6.0 of this bid package.
- 3.1.6 The KDHE Project Manager or their supervisor will be notified immediately if any contamination is detected in any public or private drinking supply well or if the well is found to be in danger of being impacted during the current monitoring event. KDHE must be notified by telephone if damage to any of the monitoring wells presents a significant threat to the aquifer or poses a hazardous situation.

### **3.2 SITE INFORMATION**

Review the site specific information (SSI) for each site in EXHIBIT 1. Conduct the work described herein following the requirements outlined in this document.

### **3.3 MONITORING SCOPE OF WORK**

#### **3.3.1 Monitoring Goals**

- 3.3.1.1 Complete the monitoring program in accordance with all requirements outlined in this document.
- 3.3.1.2 Obtain and develop sufficient data during the monitoring program so the potential risk to the environment and human health can be evaluated and a recommendation can be made regarding future work conducted at the site.

3.3.1.3 The Vendor is responsible for meeting the Goals outlined in this section and Section 4.0 Deliverables.

### **3.3.2 Monitoring and Renewal Scopes of Work**

3.3.2.1 All groundwater sampling must be performed by a qualified Sampling Technician as defined in Section 1.3.11. All field equipment utilized must be in proper working condition.

3.3.2.2 An attempt must be made to locate all wells to be sampled or gauged utilizing a metal detector and existing survey data. All attempts must be documented in the discussion and field notes of the monitoring report.

3.3.2.3 During the first sampling event of the monitoring program, obtain Site ID (metal) tag numbers from wells being sampled and gauged. Compare these ID numbers to historical information to confirm the monitoring well numbers. Report the Site ID tag numbers in Table 3.0 and in the field notes.

3.3.2.4 Install new bailers and twine in the wells to be sampled during the first event. The wells to be sampled will be indicated on the bid sheet and approval documents. New bailers will not be needed in wells to be gauged, wells that are not opened or wells that have measurable free product. A notation should be made on the Monitoring/OMM Event Summary sheet concerning the number of bailers installed during the initial sampling event.

3.3.2.5 In the event minor repairs are needed to maintain the integrity of the wells, the Vendor should be prepared to complete the repairs when the deficiencies are discovered. Repairs include replacing J-plugs, bolts, lids and vault gaskets. Other items should be discussed with the KDHE Project Manager prior to repair. All repair work must be documented in the field notes in order to be considered for reimbursement.

3.3.2.6 Prior to sample collection, obtain static water level measurements from each monitoring well during each sampling event to determine the current hydraulic gradient and groundwater flow directions. Static water levels and free product (if applicable) must be gauged from the North side of the top of casing or other permanently marked reference point where the top of the well casing was surveyed. The well gauging must be measured to .01' accuracy. If a well is gauged dry, the gauged measurement must include the current measured total depth. If groundwater is gauged above the screened interval, this information must be reported in the field notes.

3.3.2.7 Monitoring wells must be gauged, purged and sampled in order from least to most contaminated based on historical data. Total depths must be measured during each sampling event to document any changes in well conditions. The total depths will be used to calculate the required purge volumes from each well. All monitoring wells must be properly purged by removing approximately 3 well volumes of water prior to sampling. When water yield is adequate, the well should be purged and sampled prior to moving to the next well to reduce the possibility of cross-contamination. After purging, the Sampling Technician must allow the groundwater to return as close as possible to static conditions before collecting a groundwater sample for analysis.

If groundwater does not reach static conditions in the time allotted or if 3 well volumes cannot be purged before groundwater samples are collected, the Sampling Technician must document the reasons within the field notes.

The Sampling Technician is required to wear disposable sampling gloves and change them in between each well to limit the possibility of cross contamination. All non-dedicated sampling equipment must be decontaminated between use. Sampling must be conducted in accordance with KDHE BER SOP's.

- 3.3.2.8 One groundwater sample will be collected from each of the wells indicated in the SSI or renewal cost sheet. All groundwater samples for the same site will be collected within the same 24 hour period. All groundwater samples will be obtained within 45 calendar days of the monitoring report due date unless otherwise specified by the KDHE Project Manager. The frequency of the sampling events must be as specified on the SSI or the renewal cost sheet, unless amended in writing by KDHE.
- 3.3.2.9 Groundwater samples will not be collected for laboratory analysis if measurable (greater than or equal to .01') separate phase hydrocarbon product is present in the well. The Vendor shall document in their field notes the complete description of the product, including thickness of the product layer, color, odor, viscosity, and indicate the type of product suspected. If product is discovered for the first time at any facility, the owner of the facility must be notified. Provide documentation in the field notes that the owner was informed of the product discovery.
- 3.3.2.10 If indicated in the SSI or renewal cost sheet, a sample of the hydrocarbon product will be collected from the well and analyzed by a KDHE certified laboratory. The analysis will indicate the type of fuel detected and the Vendor will provide a copy of the analysis and chromatogram obtained from the laboratory.
- 3.3.2.11 All laboratory analyses will be performed by a laboratory certified by KDHE for the specific constituents and laboratory methods, if certification is available for the proposed method, as outlined in ATTACHMENT C. Groundwater samples will be submitted for laboratory analysis for the following: Benzene, Toluene, Ethylbenzene, Xylenes (BTEX), 1,2 DCA, Naphthalene and MtBE. Other analyses may be required and will be indicated on the SSI or renewal cost sheet.
- 3.3.2.12 All samples designated for laboratory analysis will immediately, upon collection, be containerized and sealed in a laboratory approved container for the constituents of concern, and will be properly preserved and transported to the laboratory. Sample labels must include the project name, sampling technician name, well ID number, and date and time of collection. Proper Chain-of-Custody procedures must be maintained. Product samples will be transported in a separate container from groundwater samples.
- 3.3.2.13 One trip blank will accompany each sample container. Trip blanks should be obtained from the lab performing the analysis prior to field work. Costs for analysis of any and all samples for which the required QA/QC data (See Appendix 1) have not been submitted will not be eligible for reimbursement. If the analytical results from the Vendor's subcontracting laboratory cannot be confirmed by the QA/QC data, the Vendor may be required to re-sample all monitoring wells at the Vendor's expense.

### **3.3.3 Waste Disposal**

Purge water must be containerized during the purging of each well. All wastewater generated during the monitoring program will be treated and disposed in accordance with all local, state and federal statutes and regulations. The procedures outlined in Section 6.0 for wastewater handling must be followed unless other methods have been pre-approved by the KDHE Project Manager. Wastewater will not be stored on-site for any reason.

### **3.3.4 Property Restoration**

- 3.3.4.1 Any property damaged or destroyed during this monitoring program must be restored to its original condition within 30 calendar days after the damage or destruction occurred. All costs associated with the restoration are the responsibility of the Vendor unless the work is performed to restore the decommissioning of monitoring wells or other project related and pre-approved restoration work.
- 3.3.4.2 If any professionally landscaped areas are disturbed during any activities, the Vendor must contract with a Landscape Professional to conduct the necessary repairs. Documentation of the contract will be required.

### **3.3.5 Renewal**

- 3.3.5.1 All costs associated with monitoring renewals will be negotiated by a deadline set by the KDHE Project Manager. If costs are not negotiated by the deadline, KDHE may consider the scope of work for bid or utilize the state corrective action contract.
- 3.3.5.2 Price Adjustment: Upon completion of the current monitoring scope of work, existing line item prices may either remain at the current rate or may be adjusted based on the Federal Operating Cost Adjustment Factors (OCAF's). These rates are located on the KDHE website ([www.kdheks.gov/tanks](http://www.kdheks.gov/tanks)) and will be updated with the adjustment factors allowable for the new contract period. Future contract adjustments will be based upon the previous years from the original start/stop dates of the contract. The maximum time allowable for the adjustment will be two years. The contractor shall furnish the revised figures in the standard bid sheets format. Individual line items cannot exceed original bid price plus the appropriate adjustment factor.
- 3.3.5.3 Upon cost approval, due dates will be assigned for each site. The results from each monitoring event will be submitted to KDHE at the pre-determined frequency. The Vendor and KDHE Project Manager may negotiate the first report due date for renewals.

## **3.4 ADDITIONAL SCOPES OF WORK**

KDHE may ask for additional scopes of work to be conducted at sites in the monitoring program to address a variety of issues. Costs associated with additional scopes of work will be negotiated with the KDHE Project Manager and the current monitoring Vendor for each facility by the deadline set by the KDHE Project Manager. The types of additional scopes of work include, but are not limited to, free product removal, well installation, well plugging and well repairs.

### **3.4.1 Free Product Removal**

- 3.4.1.1 For the purposes of this RFP, Free Product (FP) is defined as a measurable thickness (.01' or greater) of gasoline, diesel or other refined petroleum product situated on the aquifer surface. Upon cost negotiation, Free Product Removal may be added to the scope of work at sites in the monitoring program. FP Removal events will be scheduled monthly, quarterly or semi-annually based on the threat to local water supplies, depth to water, soil types, location of utility trenches and the quantity of product present.
- 3.4.1.2 Each recovery event will include the removal of FP using a designated product recovery bailer or other pre-approved equipment. Upon removal of measurable FP, a minimum of 5 gallons of wastewater will be evacuated from each product-impacted well. See Section 3.3.3 for proper disposal of wastewater.
- 3.4.1.3 An absorbent sock should be placed in each product-impacted well after product removal and evacuation of 5 gallons of wastewater. Absorbent socks will be changed-out when impacted >50% of their length. If measurable product is detected in the last scheduled removal event, a sock should remain in each impacted well. Free product removal will likely be renewed if product is persistent in the well.
- 3.4.1.4 All product removed from the site must be recycled and KDHE must approve of the recycling facility. FP consumed by absorbent socks will be pressed out and recycled. Recovered product and spent socks must be containerized, transported, stored and disposed in accordance with all local, state and federal laws. FP and spent socks will not be stored on-site.
- 3.4.1.5 Free product removal activities may be combined with groundwater sampling events provided efforts are made to prohibit cross-contamination between the FP and the groundwater samples. Groundwater samples should be collected prior to FP removal activities.
- 3.4.1.6 Any alterations to the FP removal procedures will be provided in writing by KDHE.

### **3.4.2 Well Installation, Completion and Plugging**

All field activities must be performed per the applicable section of the current LSA RFP and attachments. Refer to the Field Investigation section of the LSA RFP. Field activities and specifications include the following: probe survey, drilling equipment and methods, drilling and sampling collection procedures, monitoring wells, waste disposal, borehole plugging, monitoring well plugging, property access and monitoring well surveying. Additional scope report contents are included in Section 4.6 of this RFP.

### **3.4.3 Kansas Risk Based Corrective Action (KRBCA)**

All additional scopes of work for the KRBCA evaluation must be performed in accordance with the current LSA RFP and other applicable guidance documents.

## **SECTION 4.0 DELIVERABLES**

### **4.1 DEADLINES**

- 4.1.1 All reports for monitoring and additional scopes of work will be assigned a deadline date for completion.
- 4.1.2 Monitoring report costs will be denied for reports received 1-30 days late. All costs associated with an event will be denied if the report is received more than 30 days late. All reports received after the due date will affect the Vendor's eligibility for future Trust Fund work. If a report is not received, the Vendor will jeopardize their eligibility and be in violation of their contract with the O/O.
- 4.1.3 Reports received with missing or inaccurate documentation may be rejected as determined by the KDHE Project Manager. If a report is rejected, a new report will have to be re-submitted. Due dates will not be extended for re-submitted reports.
- 4.1.4 If the completion deadline is not met by the Vendor for additional scopes of work, KDHE reserves the right to deny partial or complete costs for the approved additional scope.
- 4.1.5 Sites may not be renewed with the current Vendor if approved additional scopes of work have not been completed by the end of the monitoring scope or by the deadline set by the KDHE Project Manager.

### **4.2 NOTIFICATION REQUIREMENTS**

- 4.2.1 The Vendor must notify KDHE personnel at least **three business days (i.e.72 hours) prior to sampling on 50%** of the monitoring events. The sampling times must be during normal business hours (Monday through Friday) in order to provide KDHE with the opportunity to observe field activities and collect split samples. Notifications (ATTACHMENT E) must be faxed, emailed or mailed to the attention of the KDHE Project Manager and the District Office Representatives associated with each site. Notifications must include the site name, KDHE project code, scheduled sampling date, approximate time the Vendor will be on-site for sampling, the Sampling Technician's name and his/her cell phone number. The KDHE Project Manager and the designated District Office Representative shall be notified by telephone, fax or email if there are any revisions to the original notification. Costs for the monitoring event may be denied if KDHE is not notified as specified in this RFP. Sites may not be renewed with the current Vendor if the notification requirement is not met. The Vendor is responsible for notifying the appropriate site contacts and property owners to ensure well accessibility prior to the sampling event.
- 4.2.2 KDHE must be notified of all field activities related to additional scopes of work. Notifications must be received by KDHE personnel at least **three business days (i.e.72 hours) prior to field work**. Field activities must be conducted during normal business hours (Monday through Friday) in order to provide KDHE with the opportunity to observe field activities. Notifications (ATTACHMENT E) must be faxed, emailed or mailed to the attention of the KDHE Project Manager and the District Office Representatives associated with each site. Notifications must include the site name, KDHE project code, scheduled date(s) of field activity, type of field activity, approximate time the Vendor will be on-site, the Sampling Technician's name and/or other Vendor staff expected on-site, along with his/her cell phone number. The KDHE Project Manager and the designated District Office

Representatives shall be notified by telephone, fax or email if there are any revisions to the original notification. KDHE reserves the right to deny partial or complete costs of the approved additional scope if the notification requirement is not met.

### **4.3 REPORTS**

- 4.3.1 Two copies of each report (monitoring and/or add scope) will be submitted to the KDHE Project Manager and one copy will be submitted to the O/O. Reports must be stapled and not bound. Reports submitted to the monitoring unit must be printed “double-sided” and the paper should be thick enough so printed ink does not show through the page.
- 4.3.2 The Vendor will submit two copies of the first scheduled monitoring report within eight (8) weeks following the contract signature date. Subsequent monitoring reports will be submitted every 180 days following the first report submittal, or other frequency as stated in the SSI, for the duration of the monitoring program. The initial due date may be negotiated with the Project Manager prior to renewal of any contract. Due dates for reports are firm after negotiation.
- 4.3.3 All reports will include a cover page with the following information: title, site name, site address, KDHE project code, report date and the name of the person who prepared the report. The cover page must be stamped and signed by a Kansas Licensed Professional.
- 4.3.4 Label the final report for the monitoring scope as the Final Report. Within the Final Report, summarize all observations of the analytical results, groundwater elevation and groundwater flow for the time period covered in the scope of work. A recommendation for closure, further monitoring or corrective action must be included in the Final Report.

### **4.4 MONITORING REPORT FORMAT**

The Monitoring Report cover page will include the information stated in Section 4.3.3 and also include the current sampling event number for that scope of work (i.e. first of four events). Each Monitoring Report will include all information outlined below in the format and order described.

#### **SECTION 1.0 DISCUSSION**

The discussion should be concise and site specific. Do not include information detailing standard operating procedures.

- 1) Provide a brief overview of the present sampling event consisting of the date the site wells were sampled, number of groundwater samples collected, well conditions, etc. Site observations such as property use (active station, vacant property, business names, etc.) will also be included. Provide an explanation as to when or why a well was not sampled; i.e. plugged, not located, damaged, gauged only, dry, free product present, etc. The use and condition of any domestic wells in the site area must be mentioned in this section. The KDHE Trust Fund Domestic Well Contact Form must be filled-out and submitted to KDHE in the first monitoring event report and when the contact information for a domestic well has changed (ATTACHMENT H).

- 2) Describe the contamination detected for the present sampling event: horizontal extent, degree, migration, product thickness (if applicable) and any impact or potential impact to sensitive environments, or public and private water supplies.
- 3) State the observations from the current sampling event, which shall consist of a brief discussion of groundwater elevation, groundwater flow direction, and contaminant degree and distribution; note whether or not any changes have occurred since the last event, and if any wells need repair or replacement. Any discrepancies with the well tag seal number or total depths for each well must be mentioned in the discussion. Note any major analytical changes that may indicate cross-contamination, a lab error, or warrant further investigations due to a potential new release at active facilities.

## **SECTION 2.0 TABLES**

For each well that was previously or is currently approved to be sampled or gauged, include the following information for each of the eight most recent groundwater elevations, groundwater analytical data and petroleum product analysis. Present results from each sample point in chronological order with all available data included within the tables for the eight most recent events. All wells associated with the site that are not being sampled (i.e. plugged, damaged, destroyed, inaccessible, not located) should be listed on the tables noting the current status of the well. If a well was previously plugged, the well's historical lab and water elevation data (up to the plugging date for that well) must be included in the monitoring reports. It should be noted in the report and on the groundwater elevation table if the static water level is above the screened interval. A summary of abbreviations for well designations other than "MW" and other clarifications should be noted in a legend beneath the tables where applicable.

### **TABLE 1.0 – Groundwater Analytical Data**

- 1) Well ID number
- 2) The concentrations of each specified constituent in parts per billion (ppb). Specified constituents are listed on the approved spreadsheet for each site.
- 3) The date each sample was collected.
- 4) The EPA testing method and laboratory detection limit (DL) for each constituent. If a constituent was not detected, place "ND" in the appropriate column with the detection limit noted in parenthesis (i.e. ND (5)). NOTE: The Total BTEX will not be a total of the detection limits; only the constituent results detected.

### **TABLE 2.0 – Groundwater Elevation Data**

- 1) Well ID number
- 2) Elevations and Depths: top of casing elevation, static water level elevation, depth to water, depth to product, and product thickness. Corrected water elevations should be calculated and used in the table if product is present. Provide the equation with an explanation in a legend at the bottom of the table.
- 3) The volume of water purged from the well prior to sampling.
- 4) The date the well was purged
- 5) The type of product identified and measured thickness.

### **TABLE 3.0 – Well Identification and Well Tag Record**

The State of Kansas KDHE/BER Well Tag number (previously known as the Site I.D. number) is found on the metal tag permanently affixed to each well. Well tag seals are numbered, locking tags that are attached to the J-plug. These tags are changed out at each sampling event by the Vendor. In this table, record well tag numbers from the four most recent sampling events, noting any discrepancies in tag order.

- 1) Well ID number (i.e. MW-1).
- 2) State of Kansas KDHE/BER Well Tag number.
- 3) Well Tag Seal # removed
- 4) Well Tag Seal # installed.

### **SECTION 3.0 MAPS**

All maps must be labeled with the titles provided. The site map and survey data from the investigation or previous scope of work (see EXHIBIT 1) should be used as the base map for locating wells at the first sampling event. A new site base map is required and must be drawn to scale; the scale must be such that 1 inch is less than or equal to 50 feet for smaller sites and 1 inch is less than or equal to 100 feet for larger sites. Include a north arrow, graphic scale and a legend on all maps. Site features must accurately be shown to identify the mapped area. These features will include the current land use, property boundaries, streets, on-and off-site buildings and business names of surrounding properties. Legend symbols must differentiate between well types such as monitoring wells, plugged monitoring wells, domestic and PWS wells. Include all items in the legend that are shown on the map. The maps must be submitted in CAD format (or similar); hand drafted base maps are not acceptable. The maps must also include all wells that have been associated with the site, designating them as lost, destroyed, plugged, etc. Do not include former probe or soil boring locations. If other “unknown” wells are found on or near the site, these should be noted on the maps. Maps must illustrate former and current tank locations (UST basins and/or AST pads), pump islands and product line locations. Label other storage tank facilities on the maps if applicable. All maps must be updated if business names change and/or site alterations have occurred due to construction activities.

#### **Figure 1 Groundwater Flow Map**

Provide a map showing the exact location of the site benchmark(s) and each well relative to the site benchmark. Label each well with the well ID number, the top of casing elevation of each well, static groundwater elevation, labeled equipotential contours, arrows indicating predominant groundwater flowpaths and flow direction. Use all points measured when contouring except for anomalous points. Provide the historical groundwater flow direction if adequate data is not available due to dry wells or loss of wells.

#### **Figure 2 Groundwater Isoconcentration Maps**

Provide a Groundwater Isoconcentration Map for Total BTEX and any other map as directed on the SSI or by the KDHE Project Manager. The maps shall include the location of all groundwater sampling points, labeled with concentrations in ppb. Isocontour lines shall be labeled with concentrations in ppb, including contours

indicating the presence of free product. Draw contours down to ND (No Detect) if contamination (including free product) is detected in three or more wells. Do not use detection limits as “results”; if a constituent was not detected above the detection limit, use ND. Other isoconcentration maps (Section 6.0) may be required at a later date, and should be bid as individual maps if requested.

**Figure 3 Free Product Isopach Map**

The Free Product Isopach Map shall include the location of all monitoring wells or sampling points. Provide an isopach map anytime free product is detected, clearly marking or shading the projected product extent and thickness. Product isocontours should also be plotted on the Total BTEX Map.

**SECTION 4.0 DOCUMENTATION**

Include all information requested in the following format. Do not reference or include in this section any discussion, tables, photographs, maps or other documents that are included in this report or any other report.

**Appendix 1 Laboratory Data**

Include all analytical laboratory reports and Chain of Custody documents. All lab reports must include the following QA/QC data for all samples:

- 1) Calibration checks against the true value or initial calibration every 20 samples.
- 2) Surrogate % recovery for each water sample.
- 3) Matrix spike for each constituent every 20 samples or each batch run.
- 4) Method blank for each batch or extraction.
- 5) Trip Blank for each shipping container, excluding product sample containers.

Reporting limits for all samples must be the Practical Quantification Limit (PQL) for that sample. Reporting limits set at the MCL are not acceptable. Include results of free product analyses (including laboratory chromatograph) if applicable.

**Appendix 2 Field Notes**

All field notes recording the sampling technicians name, product level and thickness, product description, water level measurements (depth to water, elevations, etc.) prior to sampling, total depths of each well, the volume of water purged prior to sampling and field observations (i.e. descriptions of groundwater conditions, odor, recharge rate, well head damages, well repairs performed). Field notes must indicate site arrival time, time each sample is collected and the departure time. If a well is not located, document the method(s) used to locate wells that were approved for sampling or gauging.

**Appendix 3 Domestic Well Contact Form**

The Domestic Well Contact Form (ATTACHMENT H) must be filled out and attached to the first monitoring report. The form must be resubmitted anytime the contact information for a domestic well has changed. Updated forms may be emailed to Mr. Brett Tavener at [btavener@kdhe.state.ks.us](mailto:btavener@kdhe.state.ks.us) or faxed to his attention at (785) 296-6190.

#### 4.5 FREE PRODUCT REMOVAL REPORT FORMAT

Two copies of the Free Product Removal Report will be submitted to the KDHE Project Manager and one copy submitted to the O/O. The report will consist of the following information.

**Cover Page** – Provide a cover page (see Section 4.3.3 for basic details) and include the appropriate title of “Free Product Removal Report”. State which event the report represents (i.e. first of four events).

**Event Summary** – Provide a brief description of the free product removal activities, including the type or physical description of the product suspected and FP removal methods. Provide documentation of well conditions that need to be addressed. The final Free Product Removal Report should include a brief summary of removal activities and recommendations for future product removal.

**Table 1.0 Free Product Removal Summary Table** – This table will include well numbers, removal event dates, depth to product, depth to water, FP thickness (to .01 feet), current and cumulative quantities of FP recovered (in gallons). The quantities will also include the amount of product recovered from socks. Past and current removal information will be included in each report.

**Table 2.0 Well Identification and Well Tag Table** – Record the well identification number (from the permanently affixed metal tag) for each well and the locking well tag seal numbers from the four most recent recovery events, noting any discrepancies in tag order. This is the same as Table 3.0 in the Monitoring Report.

**Figure 1 Free Product Isopach Map** – This map will include all the site wells, highlighting and contouring the well(s) containing FP. Product thickness will be noted next to each well. In the event product is not detected during a single event, the report will include this map without the contours.

**Appendix - Product Removal Field Notes** – This form can be found in ATTACHMENT I of this RFP. The form was created for use in the field during FP removal activities. The form includes subject lines and data entry blanks for field personnel to complete during site visits, documenting all pertinent product removal information. A copy of this form will be used as the Field Notes in the Free Product Removal Report. A copy must also be submitted with the Request for Reimbursement (RFR) form for reimbursement purposes.

#### 4.6 Report Formats for Well Installation, Plugging and Repair

Two copies of the appropriate report with the required information must be submitted to the KDHE Project Manager as specified below for the field activity conducted. The Vendor will also send a copy of the report to the O/O. Contact the KDHE Project Manager for other reports not outlined in this RFP.

- 4.6.1 Well Installation Reports – These reports will include a summary of field activities, copies of the WWC-5 forms, State of KS KDHE/BER Well Tag Form (effective 1/07), drilling logs, updated site map, survey data, field notes, locking well tag seal number(s), flushmount waiver (if applicable) and access agreements.
- 4.6.2 Well Plugging Reports – These reports will include a summary of field activities, copies of the WWC-5(P) forms, field notes, photographs of the plugged well locations and an updated site map. In the event well plugging activities are combined with well installation, documentation of the plugging activity should be included in the Well Installation Report.
- 4.6.3 Well Repairs – Well repairs will be reported in a brief discussion and in the field notes. If the well repairs are conducted during a groundwater sampling event, the well repair information will be included in the discussion section of the monitoring report, accompanied by field note documentation.

## **SECTION 5.0 REIMBURSEMENT**

### **5.1 REIMBURSEMENT GUIDELINES**

- 5.1.1 The completed Request for Reimbursement (RFR) form, Vendor invoice and supporting documentation must be submitted in duplicate a) directly to KDHE when the Vendor has limited power of attorney from the O/O; or b) to the O/O for signature, then forwarded to KDHE when there is no limited power of attorney agreement.
- 5.1.2 Total reimbursement will not exceed the lesser of the actual costs incurred for each line item or the total cost for each line item in the Project Bid Sheet unit pricing.
- 5.1.3 The Vendor will only receive payment for work conducted and accepted in accordance with the specifications outlined in this document.
- 5.1.4 Payment to the Vendor will be prorated in accordance with actual work performed. For example, if only 50% of the scheduled samples were required, then 50% of the field hours will be reimbursed. Any line item from the Project Bid Sheet that is priced by the hour, day or week will be prorated when the full scope of work is not required.
- 5.1.5 The Vendor may submit invoices for reimbursement following the submittal of a completed sampling and/or product removal report. One hundred percent (100%) of the eligible costs will be reimbursed upon approval of the report by the KDHE Project Manager.
- 5.1.6 The required report for any additional scope of work approvals (i.e. well completions, plugging, repairs, etc.) must be submitted to the KDHE Project Manager for review and approval prior to invoicing.
- 5.1.7 Reimbursement for reports received after the due dates are addressed in Section 4.1.

### **5.2 DOCUMENTATION REQUIREMENTS**

- 5.2.1 Vendor invoices submitted for reimbursement must use the same line item format as the Bid proposal sheets.
- 5.2.2 Invoicing for monitoring events must be documented with copies of the Chain of Custody document(s), signed and dated by the Vendor's field personnel and the receiving lab

representative. A completed Monitoring / OMM Event Summary page (ATTACHMENT D) must also be submitted.

5.2.3 Invoicing for free product removal must be documented with a copy of the Product Removal Field Notes (ATTACHMENT I).

5.2.4 Invoicing for miscellaneous well maintenance items (J-plugs, bolts, vault cover lids, vault gaskets, etc.) must be documented with copies of the Vendor's field notes describing the maintenance items.

### **5.3 REIMBURSEMENT SCHEDULE**

KDHE will process one reimbursement per monitoring event. Any invoicing for additional work, product removal and/or maintenance items need to be combined on this Request for Reimbursement.

## **SECTION 6.0 PROPOSAL DEFINITIONS**

### **6.1 FREE PRODUCT REMOVAL REPORT**

This item will include all costs associated with preparation and submittal of the free product removal report as described in Section 4.5 of this RFP. This line item includes drafting, clerical staff time, photocopies, mailing, etc. This item will be bid on a Lump Sum basis for the number of events specified.

### **6.2 INITIAL TASKS**

Costs for initial tasks will be reimbursable only at the beginning of the monitoring program. These will usually be line items needed for the first sampling event and report submittal. These costs are associated with site reconnaissance to locate the monitoring wells, preparation of a current CAD site base map, collection and analysis of a product sample, an RLS survey and other items determined on a site-by-site basis. Each task will be bid on the unit basis specified in EXHIBIT 2.

### **6.3 ISOCONCENTRATION MAP**

This item shall include all costs associated with the preparation of an additional isoconcentration map to be included in a monitoring event report. This item shall be bid on a per map basis and **should not** be included in the total proposed cost. This item will be used **ONLY** if KDHE changes the original scope to include at a later date an isoconcentration map not specified in the SSI in EXHIBIT 1. Costs for preparing all isoconcentration maps specified in the original scope must be included in the line item "Monitoring Event Report".

### **6.4 LAB METHODS**

This item shall state the EPA method(s) to be used for laboratory analysis of water samples. See ATTACHMENT C for a list of methods.

### **6.5 LABORATORY NAME**

This item shall name the KDHE approved laboratory that will be performing the analyses of water and soil samples.

**6.6 MOBILIZATION**

This item shall include the cost for each vehicle necessary to transport staff and equipment to conduct the monitoring or other specified scope of work. This item has also been referred to as ‘sampling vehicle’ and will be bid on a per mile basis. Staff time will not be included in this line item.

**6.7 MONITORING EVENT REPORT**

This item will include all costs associated with preparation and submittal of the monitoring event report as described in Section 4.3 and 4.4 of this RFP. This line item includes drafting of all maps specified in EXHIBIT 1, clerical staff time, photocopies, mailing, etc. This item will be bid on a Lump Sum basis for the number of events specified.

**6.8 OTHER**

This item shall include costs not included in other items of the cost proposal sheet. If this category is used, the bidder must list each item and briefly explain its function.

**6.9 PER DIEM**

This item shall be a fixed price for one person to cover lodging and expenses. Per Diem will be approved only for each night an employee is required to stay away from their workstation to complete the assigned tasks. This would be applicable for large sites that require two days to complete sampling or where multiple sites are being sampled in the same vicinity. The Per Diem may also be allowed when well installation or other pre-approved work is being performed, provided the overnight stay is justified. The Per Diem will be allowed to save on mobilization costs.

**6.10 PRODUCT SAMPLE**

This item shall include the total costs associated with the collection and analysis of the product sample (i.e. labor, equipment, shipping, etc.). The purpose of obtaining the product sample is to determine what petroleum products are present (i.e. kerosene, used motor oil, diesel, weathered/unweathered gasoline, fuel oil, jet fuel, etc.), including any products not previously known to be present at the site. The type of product may affect the selection of an appropriate remediation design or alter the threat posed by the release being monitored. Provide the cost for the product analysis and all associated costs on a per sample basis.

**6.11 SAMPLE ANALYSIS**

This item shall include all costs associated with the analysis of water samples (i.e. equipment, shipping, lab costs, etc.). All samples shall be analyzed in accordance with the criteria provided in this document for the constituents outlined in the bid sheet. This item must be bid on a per sample basis. If additional analyses are required, reimbursement will also be on a per sample basis.

**6.12 SAMPLING TECHNICIAN**

This item shall include all costs associated with collecting the number of samples specified in EXHIBIT 2 (locating, opening of the well, water level/product measurements, purging, recording, collecting, etc.). This item will be bid on a per hour basis.

**6.13 STAFF TRAVEL TIME**

This item will include all costs associated with the time needed for staff to mobilize to and from a site for the scheduled scope of work. This item will be bid on a per hour basis.

**6.14 WASTEWATER HANDLING AND TREATMENT**

This item shall include the cost to handle, treat and dispose of wastewater generated during field activities. Methods for handling and treating development and purge water will be as follows: air stripping, granular activated carbon or other treatment may be acceptable. The Vendor will properly dispose of development and purge water when the Vendor obtains approval from the appropriate authority. **All applied methods must comply with local, state and federal laws.** These handling and treatment methods are not approved for disposal of free product. Wastewater must not be stored on-site.

**6.15 WELL INSTALLATION REPORT**

This item will include all costs associated with the preparation and submittal of the well installation report as described in Section 4.6 of this RFP. This line item includes drafting, clerical staff time, photocopies, mailing, etc. This item will be bid on a Lump Sum basis.

**6.16 WELL PLUGGING REPORT**

This item will include all costs associated with the preparation and submittal of the well plugging report as described in Section 4.6 of this RFP. This line item includes drafting, clerical staff time, photocopies, mailing, etc. This item will be bid on a Lump Sum basis.

**ATTACHMENT A**  
**KDHE MONITORING WELL DESIGN**

## STANDARD MONITORING WELL DESIGN

### WELL HEAD PROTECTOR

Steel or PVC cover with water tight cap, set in the concrete pad. Should be equipped with a locking device to prevent tampering. Cover should provide adequate space to allow access to the well.

### CONCRETE PAD

Should be a minimum of 2'x2'x4" thick to secure the protective cover, prevent pooling of water and vegetative growth around the well, and allow for placement of a surveyor pin.

### IMPERVIOUS GROUT

The upper 20' of the well must be grouted with impervious grout as required by K.A.R. 28-30-2k and 6b (see next page for quotes)

### SCREEN SEAL

A 2' layer of bentonite chips or pellets should be placed on the gravel pack to prevent infiltration of grout into the gravel pack.

### GRAVEL PACK

The gravel pack should be sized to prevent infiltration of fines into the well. The source of the gravel pack material should be carefully determined to eliminate the possibility of contamination of the well during construction.

### WELL CASING

Well casing shall terminate not less than one foot above ground surface. The following well casings are acceptable for monitoring well use.

2" I.D. PVC schedule 40 or thicker

4" I.D. PVC SDR 26 or thicker

5" I.D. PVC SDR 26 or thicker

Steel casing shall be 10 gauge or thicker

All casing materials must be connected without use of solvents, glues, or materials which would induce contamination into the well.

Some other casings are approved for well construction but are not as commonly used.

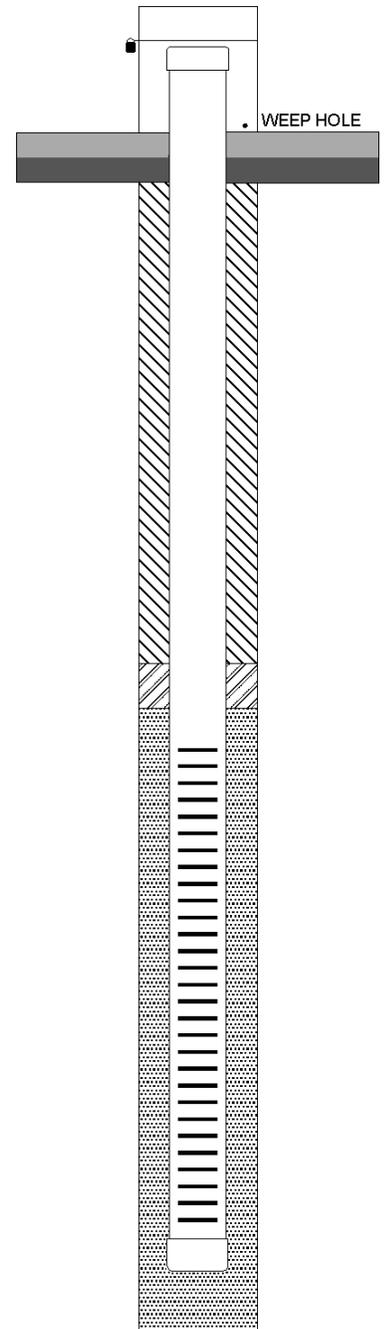
All casing materials must be selected so that incompatibility problems do not occur.

### SCREEN

Wells must be equipped with manufactured well screen which provides adequate communication with the aquifer to provide a representative sample without allowing the sediments to enter the well.

### CONTRACTOR LICENSING

All monitoring wells must be constructed by a licensed water well contractor as specified under K.A.R. 28-30-3. (See next page for quotes)



### **K.A.R. 28-30-2 (k) Grout**

Grout means cement grout, neat cement grout, bentonite clay grout or other material approved by the department used to create a permanent impervious watertight bond between the casing and the undisturbed formation surrounding the casing or between two or more strings of casing.

- (1) "Neat cement grout" means a mixture consisting of one 94 # bag of portland cement to 5-6 gallons of clean water.
- (2) "Cement grout" means a mixture consisting of one 94 # bag of portland cement to an equal volume of sand having a diameter no larger than 0.080 inches (2 millimeters) to 5-6 gallons of clean water.
- (3) "Bentonite clay grout" means a mixture consisting of water and commercial grouting or plugging sodium bentonite clay containing high solids such as that manufactured under the trade name of "volclay grout", or an equivalent as approved by the department.
  - (A) The mixture shall be as per the manufacturer's recommendations to achieve a weight of not less than 9.4 pounds per gallon of mix. Weighing agents may be added as per the manufacturer's recommendations.
  - (B) Sodium bentonite Pellets, tablets or granular sodium bentonite may also be used provided they meet the specifications listed in K.A.R. 28-30-2(k), (3), above.
  - (C) Sodium bentonite products that contain low solids, are designed for drilling purposes or that contain organic polymers shall not be used.

### **K.A.R. 28-30-6 (b) Grouting**

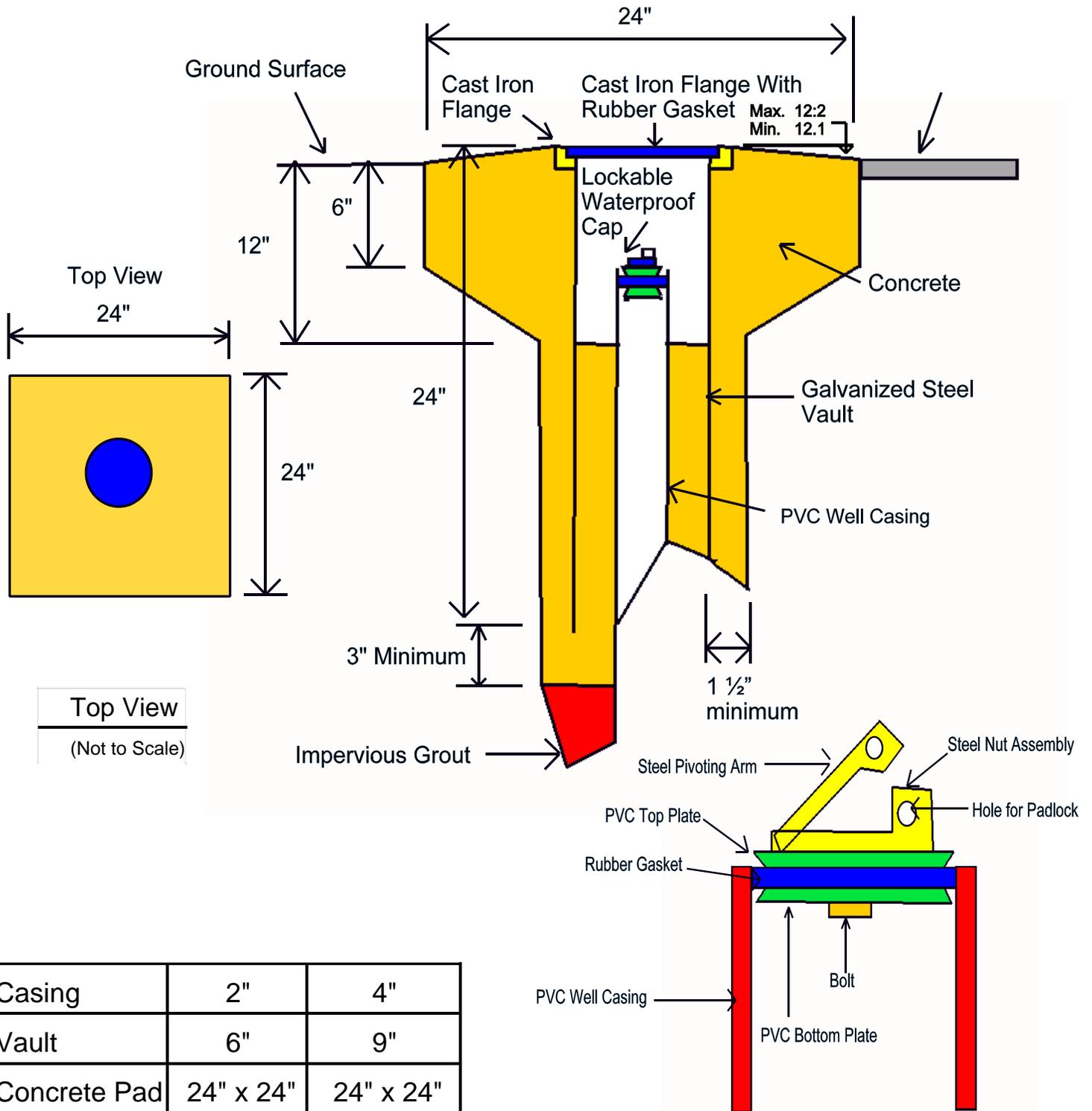
- (1) Constructed or reconstructed wells shall be sealed by grouting the annular space between the casing and the well bore from ground level to a minimum of 20 feet or to a minimum of five feet into the first clay or shale layer, if present, whichever is greater. If a pitless well adapter or unit is being installed, the grouting shall start below the junction of the pitless well adapter or unit where it attaches to the well casing and shall continue a minimum of 20 feet below this junction or to a minimum of five feet into the first clay or shale layer whichever is greater.
- (2) To facilitate grouting, the grouted interval of the well bore shall be drilled to a minimum diameter at least three inches greater than the maximum outside diameter of the well casing. If a pitless well adapter or unit is being installed on the well's casing, the well bore shall be a minimum diameter of at least three inches greater than the junction diameter of the well casing through the grouted interval below the junction of the pitless well adapter or unit where it attaches to the well casing.
  - (c) If groundwater is encountered at a depth less than the minimum grouting requirement, the grouting requirement may be modified to meet local conditions if approved by the department.

### **K.A.R. 28-30-3 Licensing**

- (a) Eligibility. To be eligible for a water well contractor's license an applicant shall:
  - (1) Have passed an examination conducted by the department; or
  - (2) Meet the conditions contained in subsection (c).
- (b) Application fees.
  - (1) Each application shall be accompanied by an application fee of \$ 10.00.
  - (2) Before issuance of a water well contractor's license, each contractor shall pay a license fee of \$ 100.00 plus \$ 25.00 for each drill rig operated by or for the contractor. These fees shall accompany the application and shall be by bank draft, check or money order payable to the Kansas Department of Health and Environment- water well licensure.
- (c) Reciprocity.
  - (1) Upon receipt of an application and payment of the required fees from a nonresident, the secretary may issue a license, providing the nonresident holds a valid license from another state and meets the minimum requirements for licensing as prescribed in K.S.A. 82a-1207, and any amendments thereto.
  - (2) If the nonresident applicant is incorporated, evidence shall be submitted to the Department of Health and Environment showing that the applicant meets the registration requirements of Kansas Secretary of State.
  - (3) Nonresident fees for a license shall be equal to the fee charged a Kansas contractor by the applicant's state of residence but shall not be less than \$ 100.00. The application fee and drill rig license fee shall be the same as the Kansas resident fees.

# FLUSH-MOUNT WELL CONSTRUCTION DETAIL

(Not to Scale)



Top View  
(Not to Scale)

Casing	2"	4"
Vault	6"	9"
Concrete Pad	24" x 24"	24" x 24"

**LOCKABLE WATERPROOF CAP**  
(Not to Scale)

## **MONITORING WELL DESIGN ADDITIONAL INSTRUCTIONS**

### **FLUSH-MOUNT WELL HEAD COMPLETION:**

K.A.R. 28-30-6 (e) does not allow well casing to be terminated less than one foot above finished ground surface. Because storage tank site investigations are often conducted in areas where completing monitoring well heads above grade is not practical, consideration must be given to completing flush-mount monitoring well heads.

If monitoring well must be completed with a flush-mount well head design, a waiver of K.A.R. 28-30-6 (e) must be requested in writing. The procedures for requesting a waiver of this regulation are described as follows:

- 1) Prior to the monitoring well installation, the written request must be submitted to the address indicated below.
- 2) The request must contain the following information:
  - a. facility name and street address
  - b. legal description of the property where the wells are proposed to be located.
  - c. number of wells to be installed with flush-mount well heads
  - d. reason(s) why the regulation should be waived
  - e. approximate depth to groundwater in the local area
  - f. the general geology or lithologies expected to be encountered in drilling
  - g. specifications and/or diagrams of the vault proposed to be installed including the manufacturer's name and any other descriptive information such as a manufacturer's trade sheet.
- 3) Wait for approval of the waiver request before completing monitoring wells.
- 4) When waivers are approved and monitoring wells are installed with a flush-mount wellhead design, the well head completion must be indicated accordingly in the lithologic section of the WWC-5 water well record form. The name of the KDHE contact person that approved the waiver must also be provided in the lithologic section of the WWC-5 form.

Any waiver of regulations applies only to the wells and information indicated in the written request. A verbal request for waiver of regulations may be approved on any additional wells needed for the same area or site. The verbal request must be directed to the phone number below.

### **MONITORING WELL GROUTING REQUIREMENTS:**

K.A.R. 28-30-6, part (b) requires that constructed or reconstructed wells be sealed by grouting the annular space between the casing and the well bore from ground level to a minimum of 20 feet or to a minimum of five feet into the first clay layer, whichever is greater. Part (c) of the same regulation specifies if groundwater is encountered at a depth less than the minimum grouting requirement, the grouting requirement may be modified to meet local conditions if approved by the department. A waiver of K.A.R. 28-30-6(b) must be obtained following the same procedures as described for flush-mount well heads above.

Submit requests for waivers and direct any questions on well design regulations to:

Kansas Department of Health & Environment  
Bureau of Water, Geology Section  
1000 SW Jackson, Suite 420  
Topeka, Kansas 66612-1367  
Phone: (785)296-5522

**ATTACHMENT B**  
**SOIL BORING PLUGGING CRITERIA**

## **ARTICLE 30 – WATER WELL CONTRACTORS LICENSE; WATER WELL CONSTRUCTION AND ABANDONMENT**

This article regulates the construction, reconstruction, treatment and plugging of water wells and sets forth procedures for the licensing of water well contractors as required by K.S.A. 82a-1201 to 82a-1215 and amendments thereto.

Kansas Administrative Regulation (K.A.R.) 28-30-7(d)(2)(A) states,

“The entire hole shall be plugged with an approved grouting material from bottom of the hole, up to within three feet of the ground surface, using a grout tremie pipe or similar method.”

Refer to K.A.R. 28-30-2(k) and (t) for definitions of grout and tremie pipe.

### **WELL PLUGGING/ABANDONMENT REQUIREMENTS**

The following requirements supplement section K.A.R. 28-30-7(d)(2)(A) of Article 30.

- A) The following requirements will be mandatory for plugging monitoring wells that have **20 feet or greater of grout (including the bentonite plug):**
- 1) The well head, concrete pad and protective cover (if above grade completion) must be removed.
  - 2) The well must be filled with an approved plugging material. After the casing or casing void has been filled with an approved plugging material, the casing shall be cut off to a level three (3) feet below ground surface. The remaining excavation may then be backfilled with native soils.
  - 3) The property will be restored as near to the original condition subsequent to plugging.
- B) The following requirements will be mandatory for plugging monitoring wells that have **less than 20 feet of grout (including the bentonite plug) and was given an approved waiver request for the original installation of the monitoring well by the Bureau of Water, Kansas Department of Health and Environment:**
- 1) The well head, concrete pad and protective cover (if above grade completion) must be removed.
  - 2) The well must be filled with an approved plugging material. After the casing or casing void has been filled with an approved plugging material, the casing shall be cut off to a level three (3) feet below ground surface. The remaining excavation may then be backfilled with native soils.
  - 3) The property will be restored as near to the original condition subsequent to plugging.

**ATTACHMENT C**  
**LABORATORY METHODS**

## APPROVED ANALYTICAL METHODS FOR ORGANIC COMPOUNDS

ANALYTE	SOLID AND HAZARDOUS WASTE METHODS		WATER METHODS	
	No.	PARAMETER	No.	PARAMETER
<b>Benzene</b>	8020*	Aromatic Volatile Organics	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8021*	Halogenated and Aromatic Volatiles	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8240	Volatiles	524.1	Purgeable Organic Compounds
	8260	Volatiles	524.2	Purgeable Organic Compounds
			602	Purgeable Aromatics
		624	Purgeables	
		1624	Volatile Organic Compounds	
<b>BTEX</b>	8020*	Aromatic Volatile Organics	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8021*	Halogenated and Aromatic Volatiles	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8240	Volatiles	524.1	Purgeable Organic Compounds
	8260	Volatiles	524	Purgeable Organic Compounds
<b>1,2-DCA</b>	8010*	Halogenated Volatile Organics	502.1	Volatile Halogenated Organic Compounds
	8021*	Halogenated and Aromatic Volatiles	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8240	Volatiles	504.1	Microextraction and GC
	8260	Volatiles	524.1	Purgeable Organic Compounds
	8261	Vaccum Distillation in Combination with GC/MS	524.2	Purgeable Organic Compounds
			601	Halogenated Volatile Organics
		624	Purgeables	
		1624	Volatile Organic Compounds	
<b>Ethylbenzene</b>	8020*	Aromatic Volatile Organics	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8021*	Halogenated and Aromatic Volatiles	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8240	Volatiles	524.1	Purgeable Organic Compounds
	8260	Volatiles	524.2	Purgeable Organic Compounds
			602	Purgeable Aromatics
		624	Purgeables	
		1624	Volatile Organic Compounds	
<b>MtBE</b>	8020*	Aromatic Volatile Organics	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8240*	Halogenated and Aromatic Volatiles		
	8260	Volatiles		
<b>Naphthalene</b>	8021*	Halogenated and Aromatic Volatiles	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8100	Polynuclear Aromatic Hydrocarbons	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8250	Semivolatile Organic Compounds	524.2	Purgeable Organic Compounds
	8270	Semivolatile Organic Compounds	550	Polycyclic Aromatic Hydrocarbons
	8310	Polynuclear Aromatic Hydrocarbons	550.1	Polycyclic Aromatic Hydrocarbons
	8260	Volatiles	610	Polynuclear Aromatic Hydrocarbons
			625	Base/Neutrals & Acids
		1625	Semivolatile Organic Compounds	
<b>Toluene</b>	8020*	Aromatic Volatile Organics	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8021*	Halogenated and Aromatic Volatiles	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8240	Volatiles	524.1	Purgeable Organic Compounds
	8260	Volatiles	524.2	Purgeable Organic Compounds
			602	Purgeable Aromatics
			624	Purgeables
			1624	Volatile Organic Compounds

**APPROVED ANALYTICAL METHODS FOR ORGANIC COMPOUNDS**

ANALYTE	SOLID AND HAZARDOUS WASTE METHODS		WATER METHODS	
	No.	PARAMETER	No.	PARAMETER
<b>Xylene</b>	8020*	Aromatic Volatile Organics	502.2	Volatile Org. Cmp., Purgeable Org. Cmp.
	8021*	Halogenated and Aromatic Volatiles	503.1	Volatile Aromatic & Unsat. Organic Cmp.
	8240	Volatiles	524.1	Purgeable Organic Compounds
	8260	Volatiles	524.2	Purgeable Organic Compounds
<b>EDB</b>	8260	Volatiles	504.1	Microextraction and GC
	8011	Microextraction and GC with Electron Capture	555.1	Liquid-Liquid Extraction and GC with Electron Capture
	8021B	GC using Photoionization and/or Electrolytic Conductivity Detectors		
<b>Polynuclear Aromatic Hydrocarbons</b>	8310	Polynuclear Aromatic Hydrocarbons	610	Polynuclear Aromatic Hydrocarbons (High performance Liquid Chromatography)
	8270 SIM	Polynuclear Aromatic Hydrocarbons		
<b>Lead</b>	7420	AA Direct Aspiration	239.2	Atomic Absorption Spectrometry (Graphite Furnace)
	7421	Atomic Absorption, Furnace Technique	200.8	Inductively Coupled Plasma Mass Spectrometry
			200.9	Atomic Absorption Spectrometry-Stabalized Temperature (Graphite Furnace) Method

\* Water samples must be prepared using method 5030 (purge & trap extraction) if this test method is used.

**Air Sample Analysis:**  
40 CFR Ch. 1 (7-1-91 Edition) Part 60, Appendix A, Method 18 (Flexible Bag Procedure)

**ATTACHMENT D**  
**MONITORING/OMM EVENT SUMMARY**



**ATTACHMENT E**  
**FIELD WORK NOTIFICATION FORM**

**FIELD WORK NOTIFICATION FORM**

Mail, fax or email this form to the KDHE Project Manager and the KDHE District Office **three (3) business days (i.e. 72 hours)** prior to conducting field work. The District number follows the "U" or "A" in the project code. Circle the district office(s) that have also been informed.

**KDHE, Storage Tank Section**

Attn: **MONITORING UNIT**  
1000 SW Jackson, Suite 410  
Topeka, KS 66612-1367  
FAX: (785) 296-6190  
Email: the KDHE Project Manager

**KDHE SWDO #1**

Attn: Kevin Faurot  
302 W. McArtor Rd  
Dodge City, KS 67801  
(620) 225-0596  
FAX: (620) 225-3731  
[kfaurot@kdhe.state.ks.us](mailto:kfaurot@kdhe.state.ks.us)

**KDHE SCDO #2**

Attn: Kyle Parker  
130 South Market, 6<sup>th</sup> Floor  
Wichita, KS 67202  
(316) 337-6020  
FAX: (316) 337-6023  
[kparker@kdhe.state.ks.us](mailto:kparker@kdhe.state.ks.us)

**KDHE SEDO #3**

Attn: Renee Brown  
1500 W. 7th  
Chanute, KS 66720  
(620) 431-2390  
FAX: (620) 431-1211  
[rbrown@kdhe.state.ks.us](mailto:rbrown@kdhe.state.ks.us)

**KDHE NEDO #4**

Attn: Dan Kellerman  
800 West 24<sup>th</sup> St.  
Lawrence, KS 66046  
(785) 842-4600  
FAX: (785) 842-3537  
[dkellerman@kdhe.state.ks.us](mailto:dkellerman@kdhe.state.ks.us)

**KDHE NCDO #5**

Attn: Scott Lang  
2501 Market Place  
Salina, KS 67401  
(785) 827-9639  
FAX: (785) 827-1544  
[slang@kdhe.state.ks.us](mailto:slang@kdhe.state.ks.us)

**KDHE NWDO #6**

Attn: Bill Heimann  
2301 E. 13<sup>th</sup>  
Hays, KS 67601  
(785) 625-5663  
FAX: (785) 625-4005  
[bheimann@kdhe.state.ks.us](mailto:bheimann@kdhe.state.ks.us)

Consultant Company Name: \_\_\_\_\_

Sampling Technician: \_\_\_\_\_

Sampling Technician's Cell Phone Number: \_\_\_\_\_

Date Submitted to KDHE: \_\_\_\_\_

<b>FIELD WORK:</b>	MONITORING	DRILLING	FP REMOVAL
	WELL REPAIRS	WELL PLUGGING	OTHER:

Site Name: \_\_\_\_\_ KDHE Site Code: \_\_\_\_\_ Date Scheduled: \_\_\_\_\_ Est. Start Time: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Vendor Representative: \_\_\_\_\_

**This form must be received 3 business days (i.e. 72 hours) prior to the sampling event.**  
(Revised April 2008)

**ATTACHMENT F**  
**TIME SHEETS**

**KDHE TRUST FUND TIME SHEET LOG  
FOR FIELD ACTIVITIES**

**SITE NAME:** \_\_\_\_\_  
**SITE ADDRESS:** \_\_\_\_\_  
**KDHE SITE CODE:** \_\_\_\_\_  
**CONSULTANT:** \_\_\_\_\_  
**PROJECT MANAGER:** \_\_\_\_\_

NOTE: This form is to be maintained during all field activities. All Workers must sign, date and list the time they arrive and depart from the site. This must be done each time a worker arrives or departs the site. A COPY OF THIS FORM MUST ACCOMPANY ALL REQUESTS FOR REIMBURSEMENT.

DATE	PRINT WORKERS NAME	WORKER'S SIGNATURE	JOB TITLE	TIME STARTED	TIME FINISHED	TOTAL TIME FOR DAY

I certify that the names and signatures above are those of the actual people who worked on the referenced site during the dates and times stated.

Signed: \_\_\_\_\_  
 Consultant Project Manager

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

I certify that the information on this sheet is true and accurate to the best of my knowledge.

Signed: \_\_\_\_\_  
 Owner/Operator or Authorized Representative

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

**KDHE TRUST FUND TIME SHEET LOG  
FOR OFFICE ACTIVITIES**

**SITE NAME:** \_\_\_\_\_  
**SITE ADDRESS:** \_\_\_\_\_  
**KDHE SITE CODE:** \_\_\_\_\_  
**CONSULTANT:** \_\_\_\_\_  
**PROJECT MANAGER:** \_\_\_\_\_

NOTE: This form is to be maintained during all office activities. All Workers must sign, date and list the time they work on the site project. A separate form must be maintained for each site project. A COPY OF THIS FORM MUST ACCOMPANY ALL REQUESTS FOR REIMBURSEMENT.

DATE	PRINT WORKERS NAME	WORKER'S SIGNATURE	JOB TITLE	TIME STARTED	TIME FINISHED	TOTAL TIME FOR DAY

I certify that the names and signatures above are those of the actual people who worked on the referenced site during the dates and times stated.

Signed: \_\_\_\_\_  
                     Consultant Project Manager

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

**ATTACHMENT G**  
**OWNER/OPERATOR STANDARD CONTRACT**

**CONTRACT**

This **CONTRACT** is entered into between \_\_\_\_\_ hereinafter referred to as the Owner/Operator; and \_\_\_\_\_ hereinafter referred to as the Vendor.

**WHEREAS**, the Owner/Operator is in need of Storage Tank consulting and testing services at KDHE project name \_\_\_\_\_, KDHE project code \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_, site address \_\_\_\_\_,

the Owner/Operator has requested bids from qualified firms to provide said services, and the Vendor is qualified to provide the required services, the Owner/Operator and Vendor agree as follows:

1. The Vendor shall perform all services called for under the Request for Proposal (RFP) in accordance with the specifications called for in said RFP.
2. The Owner/Operator shall compensate the Vendor for its services under the terms and conditions of said RFP in the amount of \$ \_\_\_\_\_, with payment to be made upon successful completion of the services required by the RFP which is incorporated herein.
3. It is expressly agreed that the terms of each and every provision in this Contract shall prevail and control over the terms of any other conflicting provision in any other document relating to the subject matter of this Contract or to which this Contract is attached.
4. This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.
5. The Vendor shall comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and shall not discriminate against any person who performs work pursuant to this Contract, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age.
6. This Contract shall not be considered accepted, approved or otherwise effective until the Owner/Operator receives the required insurance certificates.
7. By signing this Contract, the respective representatives of the Owner/Operator and Vendor hereby represent that they are duly authorized to execute this Contract on behalf of the party they represent and that their principal agrees to be bound by the provisions herein.
8. The Owner/Operator will not be responsible for, nor indemnify a Vendor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of this Contract.

\_\_\_\_\_  
Owner/Operator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Date

**ATTACHMENT H**  
**DOMESTIC WELL CONTACT FORM**



**ATTACHMENT I**  
**PRODUCT REMOVAL FIELD NOTES**

## Product Removal Field Notes

This form will be filled-out by the vendor personnel on-site during free product removal activities.

**Site Name:** \_\_\_\_\_  
**Address, City:** \_\_\_\_\_  
**Project Code:** \_\_\_\_\_

**Date of Site Visit:** \_\_\_\_\_  
**Personnel On-Site:** \_\_\_\_\_

Well ID #	Depth to Product (feet)	Static Water Level (feet)	Product Thickness (feet)	Quantity of Product Removed (gallons)	Method of Free Product Removal	Quantity of Water Removed (gallons)	Sock Currently In Place? (Yes/No)	Sock dimensions (length and diameter)	Sock Saturation (percentage or inches)	Quantity of Product from Socks (gallons)	Sock Reused? (Yes/No)	New Sock Installed? (Yes/No)

Well ID	Old Well Tag #	New Well Tag #

**Product Disposal Information:** \_\_\_\_\_

**Product Type or Description:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A copy of this form must be included in the Free Product Removal Report, and a copy must accompany the RFR with invoices for this event.

**EXHIBIT 1**  
**SITE SPECIFIC INFORMATION**

**EXHIBIT 2**

**PROJECT BID PROPOSAL SHEETS**