

**MODULE A – SURFACE MINING SECTION
THE KANSAS DEPARTMENT
OF HEALTH AND ENVIRONMENT
REQUEST FOR PRICE**

The State of Kansas, Kansas Department of Health and Environment (KDHE), Surface Mining Section (SMS) Frontenac, KS is issuing this Module to obtain competitive responses from vendors to provide service for one or all of the following scopes of work: 1) Aerial Topographic Mapping, 2) Preliminary Designs, 3) Final Design and BID Package

All work will be conducted in accordance with the requirements outlined in a Request for Proposals (RFPs). The Surface Mining Section will issue a RFP outlining each project scope of work. The Surface Mining Section will outline the scope of work for each individual project. KDHE recommends reviewing the RFPs prior to bidding on Surface Mining Sections projects.

This RFP covers engineering services on Kansas Abandoned Mine Land Problem Areas and hereinafter referred to as “the Project”. The Project consists of problem area **PAD #** and shall be formally known as the **Reclamation Project Name**.

1. The Consultant shall provide professional services for the Project in accordance with the terms and conditions, and the Department shall compensate the Consultant in accordance with the terms and conditions of this Contract. The Department shall compensate the Consultant for fulfilling Tasks 1 and 2 in a total amount that shall not exceed bid amount.
2. The Department shall make payments, no more often than monthly, upon presentation of the Consultant's statement of services rendered and after authorization in writing by the Department's Representative.
3. The Consultant's statement of services rendered shall be formatted by listing each Task and the percentage completed for the Task. Any work done at cost plus 5% as outlined in Task 1 shall be shown on the Consultant's statement and an invoice from any subcontractors shall be attached to said statement. The percentage completed for a given Task shall be subject to verification by the Department. In no case shall the amount paid for a Task exceed the amount specified for that Task in accordance with the terms and conditions set out herein.
4. In each of the Tasks, no more than ninety percent (90%) of the total amount due for services rendered to accomplish the Task shall be billed prior to completion and final approval of the Task. The remaining ten percent (10%) shall be retained by the Department until its review and approval of the Task. Prior to release of retainage by the Department, the Consultant shall submit written certification to the Department that all outstanding obligations and claims against the Project by employees, subcontractors, suppliers, or any others have been paid in full or are otherwise satisfied. No retainage will be held by the Department on direct cost items provided by a subcontractor.
5. Tasks 1 and 2 shall be completed by the Consultant within the number of consecutive calendar days stipulated below. Revisions to the initial submittals shall be returned to the Department within 2 weeks after the Consultant is notified of deficiencies.

Task 1: Initial submittal by Consultant within 120 days following issuance of the written Notice to Proceed.

Task 2: Initial submittal by Consultant within 60 days of the Department's written approval of Task 1 and authorization to proceed with Task 2.

The above schedule of days assumes timely, efficient review and input by appropriate agencies such as the Department of Water Resources; Department of Transportation; Corps of Engineers; agencies responsible for environmental laws such as but not limited to, the Endangered Species Act, the National Historic Preservation Act, the Clean Water Act, the Migratory Bird Treaty Act, the Obstructions in Streams Act, and the Kansas Levee Law; and any other agency as required. In the event the review by any agency puts in jeopardy the Consultant's ability to perform its services in a timely manner, or the agency's requirements are such that the consultant incurs extra work, the Consultant shall be entitled to request a time extension.

The Project shall be completed by accomplishing the following Tasks. The Consultant shall conduct work on the Project with consideration for compliance with the National Environmental Policy Act and shall obtain Departmental written approval prior to commencing work on each Task. All work on the Project during execution of the following tasks shall be in accordance with the AML Project Design Guidelines and subject to the approval of the Kansas Department of Health and Environment, Surface Mining Section (SMS).

For the purposes of this Contract, the Section Chief of the Surface Mining Section of the Bureau of Environmental Remediation of the Kansas Department of Health and Environment shall serve as the Department's Representative. The Section Chief shall have the authority to review and approve any and all plans and specifications, or changes thereto, on behalf of the Department. No payments shall be made hereunder without the approval of the Section Chief.

TASK 1

Task 1.1 TOPOGRAPHIC MAPPING

The Consultant shall conduct land surveying and/or aerial mapping as required for the preparation of the preliminary plans. Mapping shall be at such a scale and accuracy to facilitate design of the Project within reasonable tolerances and clearly show all design features along with existing and proposed grades.

Topographic Mapping

	Rate	x Quantity	Unit =	Cost
Personnel				
Project Director (Professional4)				
Senior Project Manager (Professional 3)				
Project Professional (Professional2)				
Staff Professional (Professional1)				

Surveyor (RLS)				
Senior Designer/Draftsman (Technician 4)				
Surveyor Assistant (Technician3)				
Designer/Draftsman (Technician 2)				
Administrative Assistant (Technician 1)				
Expenses				

1. The direct cost for Task 1.1, topographic mapping and control surveys, shall be billed to the Department at cost plus 5% for overhead and profit. Total compensation for topographic mapping and control surveys shall not exceed \$XX,XXX.

Task 1.2 **PRELIMINARY DESIGN**

- a. The Consultant shall become familiar with the Project through on-site evaluation as to the nature and extent of the abandoned mine land problems.

- b. The Consultant shall coordinate with appropriate local, state, and federal agencies to ensure compliance with all environmental laws governing work on the Project. These laws include but are not limited to:

The Endangered Species Act
 National Historic Preservation Act
 Clean Water Act
 Migratory Bird Treaty Act
 Obstructions in Streams Act
 Kansas Levee Law

Modifications to the Preliminary plan may be required after consultation with appropriate agencies and the Department. The Consultant may be required to attend meetings and will prepare documents as required for compliance with environmental laws. The Consultant will not be required to prepare an environmental assessment for this project.

- c. The Consultant shall submit three (3) sets of Preliminary plans to the Department for review and approval. Preliminary plans shall include drawings or maps showing approximate locations of major design features and limits of disturbance, boring and test pit locations, and any grab sample locations. A written report shall accompany the drawings which describes the plans. The written report shall include all correspondence for compliance with environmental and other applicable laws. The preliminary designs shall include all drawings and specifications required to construct the Project. The preliminary plans will include the delineation of property boundaries. The Department

shall provide the Consultant an example of standard construction specifications which the consultant shall use as a guide in preparing the Project specific specifications. A cost estimate shall accompany the preliminary reclamation plan. Revisions may be required before Departmental approval.

Preliminary Designs

	Rate	x Quantity	Unit =	Cost
Personnel				
Project Director (Professional4)				
Senior Project Manager (Professional 3)				
Project Professional (Professional2)				
Staff Professional (Professional1)				
Surveyor (RLS)				
Senior Designer/Draftsman (Technician 4)				
Surveyor Assistant (Technician3)				
Designer/Draftsman (Technician 2)				
Administrative Assistant (Technician 1)				
Expenses				

2. The lump sum cost for Task 1.2, preliminary designs, shall be \$XX,XXX.

Total compensation for work in TASK 1 shall be as follows: \$XX,XXX.XX

TASK 2

FINAL DESIGN AND BID PACKAGE

The Consultant shall prepare final designs based on approved preliminary plans. The Consultant is required to prepare a bid package for the Project which includes all information necessary to competitively bid and construct the Project. The Consultant shall coordinate with various agencies to obtain approval for construction.

a. The Consultant shall attend meetings and prepare documents as required for the Project approval by any Federal, State, or Local agency having jurisdiction over the proposed construction activities. This shall include the preparation of permit applications and/or

- project descriptions for state and federal agencies such as the Department of Health and Environment, Department of Agriculture, Department of Transportation, Corps of Engineers, Department of Wildlife, Parks and Tourism, and any other agency as required.
- b. A Storm Water Pollution Prevention Plan (SWPPP) project description shall be prepared for the project and shall conform to KDHE Bureau of Water requirements.
 - b. The final design plans shall be of sufficient detail that all significant construction elements are set forth. The plans may include any or all of, but are not limited to, the following:
 - c.
 - cover sheet
 - site plan showing benchmarks and ground control locations with elevations and references
 - boring and sample locations, if required
 - property lines
 - construction limits
 - cross-sections
 - typical and miscellaneous construction details
 - drainage structure details
 - grading plan, where required (minimum 2-foot contours)
 - plan and profile sheets
 - storm water pollution prevention structures
 - d. The Department shall provide the Consultant an example of the format for the bid documents and the standard forms used in the bid package. The Consultant shall create bid documents unique to the project based upon the example and standard forms provided.
 - e. The Consultant shall prepare three (3) complete copies of the bid package which includes plan sheets, bid documents, and construction specifications. The plan sheets shall be bound together in a set for the Project. The bid documents and the specifications shall be bound together into one booklet for the Project.
 - f. The Consultant shall include a final cost estimate for the Project. The estimate shall be made by completing the bid sheet for the Project and include a site by site quantity breakdown.
 - g. The Consultant shall submit the bid packages to the Department for review and approval. Revisions may be required before Departmental approval.
 - h. Upon Departmental approval of the bid packages and coordination with appropriate agencies, the Consultant shall submit the reproducible bid documents, specifications, and original mylars, sealed by a professional engineer, to the Department. In addition, the Consultant shall provide two (2) three-ring binders, each housing a complete set of bid documents, technical specifications, and folded one-half size (11" x 17") plan sheets for the Project, as well as two (2) full-sized (22" x 34") and one (1) 1/2 scale reduced set on 11" x 17" (ledger size) blackline paper. The reproducible technical specifications shall be provided on a computer disk(s) compatible with Microsoft Word 2010. The drawings

shall be provided on disks in a format compatible with AutoCAD Ver. 2014.

- i. Task 2 shall include technical assistance during the construction phase of the project, including furnishing revised designs and incorporation of the same into the final plans, if required due to errors and/or omissions by the Consultant.
- j. If, during construction, changes to the designs are required due to errors or omissions by the consultant, the Consultant shall provide a set of revised mylars containing the changes. Computer disks containing the revised plans in a format compatible with AutoCAD Ver. 2014 shall also be provided.

Final Design

	Rate	x Quantity	Unit =	Cost
Personnel				
Project Director (Professional4)				
Senior Project Manager (Professional 3)				
Project Professional (Professional2)				
Staff Professional (Professional1)				
Surveyor (RLS)				
Senior Designer/Draftsman (Technician 4)				
Surveyor Assistant (Technician3)				
Designer/Draftsman (Technician 2)				
Administrative Assistant (Technician 1)				
Expenses				

The total lump sum cost for TASK 2 shall be \$ XX,XXX.

GENERAL RESPONSIBILITIES OF THE PARTIES

Article I Consultant's Duties.

1. The Consultant shall provide engineering, design, plans and specifications for developing one individual AML Project. All work shall be performed under the direction of a licensed professional engineer who is registered by the State of Kansas.
2. The Consultant shall coordinate and attend all necessary meetings and discussions concerning the Project. All project review meetings will be held at the Surface Mining Section Office, in Frontenac, Kansas.
3. The Consultant agrees to full inspection of the project site prior to commencing their work.
4. The Consultant agrees to provide certification regarding Debarment and Suspension, and Lobbying as required in Attachment 2 which is attached hereto and by reference made a part hereof.
5. The Consultant agrees to provide the information required for Applicant Violator System approval as contained in Attachment 4 which is attached hereto and by reference made a part hereof.
6. Transportation for the Consultant during the contractual period shall be provided by the Consultant. No expenses are allowed in addition to the contractual amounts set forth herein for basic services for the Project.
7. Upon approval by the Department's Representative, the Consultant may include in the Project additive or deductive alternatives. The alternatives when bid must be accepted in numerical order. Alternates shall not render the Project unusable. Therefore, the Consultant in determining its final estimate must include base bid and necessary alternate costs within the funds available for construction, unless otherwise approved by the Department's Representative.
8. Records of the Consultant's personnel, project records, and expenses pertaining to the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the Department or its authorized representative upon request.
9. The Consultant agrees to perform services under this Contract in such a manner and at such times so the Department, and/or any contractor who has work to perform, or contracts to execute, can do so without delay.
10. The Consultant represents that the services shall be performed, within the limits prescribed by the Department, in a manner consistent with that standard of care and skill ordinarily exercised by other professional consultants under similar circumstances.
11. In the event that the Consultant is unable to complete the Project:
 - a. The Consultant shall immediately notify the Department's Representative in writing;

- b. If the Consultant is unable to provide a replacement satisfactory to the Department's Representative within fifteen (15) calendar days, the Consultant may be considered in default.
12. The Consultant shall work diligently with the Department to rectify any defect or fault in the Project.

Article II Department's Duties.

1. The Department's Representative is responsible for the overall management of the Project, which includes:
 - a. Overseeing the Project operations as it relates to policy questions;
 - b. Communicating to the Consultant any changes in emphasis or desired product;
 - c. Reviewing the Project status and approving the Consultant's proposed plans for action;
 - d. Advising the Department's legal staff of the Consultant's compliance with the terms of the Contract; and
 - e. Recommending and issuing notices to proceed for each stage of the Project.
2. The Department hereby agrees that the Section Chief and any other staff members will cooperate with the Consultant in the discharge of its responsibilities under this Contract and will be available for consultation with the Consultant at such reasonable periods as not to conflict with the Department's own responsibilities and within the Department's established office hours. It is also agreed that pertinent records and data shall be made available for the Consultant's use.
3. The Department shall provide full information regarding requirements for the Project.
4. If the Department observes or otherwise becomes aware of any fault or defect in the Project, including but not limited to plans and specifications, or nonconformance with this Contract, the Department shall give prompt written notice thereof to the Consultant.
5. The Department shall furnish all required information as expeditiously as necessary for the orderly progress of the work.

Article III Payment Provisions.

1. It is mutually understood by both parties that this Contract covers Tasks 1 and 2 and the fee for Tasks 1 and 2 shall not exceed \$XX,XXX.
2. All payments made hereunder shall be made directly to the Consultant. The Department shall in no event be responsible for fees and expenses of any subcontractor.

3. In no event shall the Department be liable for any services which are not approved in writing by the Department's Representative and the sum total cost of such services shall not exceed the amount set out in this Contract or any amendments hereto. In no event shall the Department be liable for compensation for professional and technical services rendered or actual expenses incurred by the subcontractors, as the Consultant, above or beyond the amount approved in accordance with this Contract.
4. Pursuant to Kansas Statutes Annotated Chapter 75, Article 30, the State of Kansas is required to competitively bid all construction projects. Further, all costs for any given construction project must be within the funds appropriated for the Project. Consequently, should the lowest acceptable bid exceed the total allowable construction costs, the Consultant shall be required to redesign or perform such corrective work as necessary to allow the Project to be successfully re-bid and constructed within available funds. The Consultant will be compensated for any redesign work in accordance with good faith negotiations. Negotiation of construction amounts shall not be permitted.
5. By entering into this Contract, the Department does not pledge or promise to pledge the assets of the State of Kansas, nor does it promise to pay any part of the contract sum provided for in this Contract from any monies of the treasury in the State of Kansas, except such monies as shall be appropriated for this Contract.

Article IV Documents.

1. No reports, maps, memoranda or any other documents produced in whole or in part under this Contract, shall be the subject of an application for copyright by or on behalf of the Consultant. Further, unless prior written consent is given by the Department, the Consultant shall not release such documents into the public domain or to any third party nor shall the Consultant disclose the contents of such documents to the public or any third party prior to the submission of such documents to the Department. Further, the Consultant shall, during the period of the Project, provide copies of any work papers, memoranda, or other documents requested by the Department, and shall subsequently provide reasonable access for inspection and copying by the Department.
2. The following items will be delivered to the Department's Representative in the quantities specified for the Project. All costs/charges for the following are included in the basic services fee.

<input type="checkbox"/>	Preliminary Design Documents copies	3 per review
<input type="checkbox"/>	Bid documents	3 per review
<input type="checkbox"/>	Final Bid Documents (bound) copies	2
<input type="checkbox"/>	Mylars, reproducible Specifications, and Specifications and AutoCAD drawings disk(s)	1 each
<input type="checkbox"/>	Revised Mylars and AutoCAD drawings disk(s)	1 each
3. All original documents are and shall remain the property of the Department. Construction documents, as instruments of service, are and shall remain the property of the Department whether or not the Project for which they are prepared is constructed. By signing this Contract the Consultant acknowledges receipt of appropriate compensation for the transfer of ownership to the Department of all construction documents, including but not limited to

drawings and specifications. They may be used by the Department, provided such use shall be at the Department's sole risk and without liability to the Consultant, to construct another like Project without approval of, or additional compensation to, the Consultant. The Consultant may retain copies of the documents for its files.

Article V Subcontractors.

1. Except as provided in paragraph 2 below, the Consultant shall not enter into any consulting or subcontract agreement or contract relating to any professional and/or technical services to fulfill the terms and conditions of this Contract without first having obtained the Department Representative's written approval.
2. The Department hereby consents to the following subcontractors to be used for part of the basic services needed to fulfill the terms and conditions of this Contract:
 - (1)
 - (2)
3. The Consultant shall not be released from any of its responsibility for all terms and conditions under this Contract by virtue of any subcontract.

Article VI Insurance.

1. The Consultant shall maintain, at its own expense, during the term of this Contract the following insurance covering the services to be performed under this Contract:
 - Workman's Compensation
 - Employer Liability Insurance
 - Comprehensive General Liability
 - Vehicle Liability
2. The Consultant shall provide a certificate of insurance naming the State of Kansas as additional insured party for coverage under Comprehensive General Liability.
3. The Consultant shall be responsible for payment of required insurances and social security taxes as well as all income tax deductions, and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Contract. The Consultant represents that it has, or will secure at its expense all personnel required in performing the work and services. All the services hereunder to be performed by the Consultant shall be performed by personnel who are represented to be fully qualified and authorized under state and local law to perform such work and services.

Article VII Liability.

1. The Department shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any worker or other person, save and except as provided by the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq. Consultant shall indemnify and keep indemnified the Department against all such damage and compensation, save and except as aforesaid, and against all claims, proceedings, costs,

charges and expenses whatsoever in respect thereof or in relation thereto.

Article VIII Default.

1. For the purposes of this Contract, the term "default" is defined as the Consultant's failure to fulfill the terms and conditions of this Contract in a timely and satisfactory manner or the violation of any of the covenants or agreements contained herein.
2. If the Department determines that the Consultant is in default under this Contract, the Department shall have the right to terminate this Contract at any time upon written notice to the Consultant. In the event of default, the Department may, at its option, compensate the Consultant for time worked in the satisfactory performance of obligations created by this Contract prior to notice of termination. In the event of default, the Consultant shall not be relieved of liability to the Department for damages sustained as a result of such default and the Department may withhold compensation from the Consultant for the purpose of setoff. The Department, at its option, may demand performance of the contract. Nothing herein contained shall be construed as a waiver of any legal right on behalf of the Department.

Article IX Additional Terms.

1. Changes. The Department may require the Consultant to make changes in the services to be performed or provided. All changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by the Department and the Consultant, must be incorporated into a written addendum.
2. Penalty for Late Performance. If the Consultant does not fulfill the terms and conditions of this Contract within the amount of time stipulated herein, the Department may charge a penalty of \$100/per day of delinquency. The Consultant shall not be penalized for delays which are beyond the control of the Consultant. The Department has the right to withhold payment for services as a means to recover penalties charged against the Consultant.
3. Contractual Provisions Attachment. It is agreed by and between the aforesaid parties that this Contract shall be subject to the terms and conditions set forth in the Contractual Provisions Attachment (form DA-146a, Attachment 1), which is attached hereto and by reference made a part hereof.
4. Binding Effect. The Department and the Consultant bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Department nor the Consultant shall assign, sublet, or transfer its interest in this Contract without the written consent of the other party.
5. Termination. This Contract may be terminated by the Department upon seven (7) days written notice for any reason. In the event of termination without the fault of the Consultant, the Consultant shall be compensated for services performed to the termination date, as deemed reasonable by the Department's Representative.
6. Entire Agreement. This Contract represents the entire and integrated agreement between

the Department and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Secretary of the Department and the Consultant.

7. Titles. Titles or headings are not part of this Contract and shall have no effect on the construction or legal effect of this contract.
8. This Contract will not be of full force and effect until after the parties hereto have signed this instrument and the approvals and certifications required by statute have been rendered.

IN WITNESS WHEREOF, said parties have hereunder set their hands.

State of Kansas:

Susan Mosier, MD, Secretary
Kansas Department of Health and Environment

Date

Consultant:

ENGINEERING FIRM NAME _____

By: _____

Date

Title: _____

Example