Attachment 11

Proposal for CE Services

(Cost Plus Net Fee)

Print Form

Project Number _____ City of _____

_____ County

The consulting engineering firm of _____

with offices located at _____

hereinafter referred to as the CONSULTANT, has reviewed the information transmitted by _____

hereinafter referred to as the LPA. Based on this information, the CONSULTANT submits the following proposal:

The LPA has requested a proposal for Construction Engineering (CE) services from the CONSULTANT for the on-site inspection and testing, contract administration and may include surveying on the above mentioned project.

The LPA desires the services provided by the CONSULTANT to be in accordance with the regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.

The LPA has stated that it _____ desire Federal participation in the cost of Construction Engineering services for this project.

The services performed by the CONSULTANT will be as per terms of an Agreement prepared by the SECRETARY and are generally described as follows:

The CONSULTANT agrees to:

Attend all conferences designated by KDOT, or required under the terms of the Agreement;

Designate a Project Engineer/Project Manager who shall serve as the CONSULTANT's Field Supervisor. The Field Supervisor will meet KDOT's Certification Policy and report and transmit project activity documents to the KDOT Construction Office. The Field Supervisor and other KDOT Certified Inspectors will inspect all work done and material furnished. Such inspection may extend to all or any part of the work, and to the preparation of the materials to be used. The Field Supervisor will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Field Supervisor will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as a Foremen for the Contractor. However, the Field Supervisor shall have the authority to reject any questionable work or materials until the KDOT Field Engineer can review and respond. The use of non-certified inspectors for this project will be limited to specific work, after demonstrating satisfactory performance and obtaining written approval by the Field Engineer.

Assign a sufficient number of KDOT Certified Inspectors to the project to perform the services required under the Agreement, in a timely manner, to avoid delay to the Contractor

Become familiar with the standard practices of KDOT, the Contract Documents (specifications, contract proposal, special provisions and plans) and the Contractor's proposed schedule of operations, prior to beginning field services to be performed under the Agreement.

Perform the CONSULTANT's field operations in accordance with accepted safety practices.

Furnish all equipment required to accomplish the CONSULTANT's services, and to check or test it prior to use on the project.

Provide for CONSULTANT personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under the Agreement.

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking and measurements needed by the Contractor (unless otherwise noted in the contract) and perform measurements and surveys involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with the Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue can be referred to and decided by the Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and decided by the Field Engineer.

Make certain that test report records, or certificates of compliance, for materials tested off the project site, and required prior to the incorporation in the work have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Field Supervisor and Inspector's diaries.

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

Provide measurement and computation of pay items.

Prepare and submit periodic, intermediate and final reports and records that may be required by KDOT and as are applicable to the project.
Such as:

- Progress Reports
- Weekly Statement of Working Days
- Notice of Change in Construction Status
- Report of Field Inspection of Materials
- Test Report Record
- Contractor Pay Estimates
- Pile Driving Data
- Piling Record
- Final Certification of Materials
- Explanation of Quantity Variation
- Statement of Contract Time
- All Other Pertinent Information

Review all Contractor submittals of records and reports required by KDOT, as applicable to the project, including:

- Request for Partial and Final Payment
- Various Reports and Records

Prepare and submit, if desired by the CONSULTANT, partial payment invoices for services rendered by the CONSULTANT, but not to exceed one submittal per month.

Collect, properly label and deliver to KDOT, all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the Agreement, upon completion or termination of the Agreement.

Return, upon completion or termination of the Agreement, all manuals, contract documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by KDOT. The CONSULTANT shall be responsible for replacing lost documents and/or materials at the price determined by KDOT.

Prepare and submit a Certificate of Project Completion.

Prepare and submit Final Payment Voucher for services rendered by the CONSULTANT.

Prepare and deliver, at project completion, one copy of major changes to the plans to KDOT. The letter should contain the following:

Earthwork and Culverts

- Revised list of benchmarks
- Location of government benchmarks
- Major changes in alignment
- Major changes in grade line
- Established references and cornerstones
- Major changes in location and/or flow line of drainage structures
- Drainage structures added or removed
- Any changes of access control

Bridges

- Changes in stationing
- Changes in type, size or elevation of footings
- Changes in grade line

The services performed by the SECRETARY will be as per terms of an agreement prepared by the SECRETARY and generally described below:

KDOT agrees to:

Make available to the CONSULTANT, sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other data considered by KDOT to be necessary to enable the CONSULTANT to perform services under this agreement to the same standards required of KDOT personnel.

Provide for the CONSULTANT a sufficient supply of blank diaries, logs, record keeping books and reporting forms considered necessary by KDOT to perform services under this agreement to the same standards required of KDOT personnel.

Provide space in the field office and field lab furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the CONSULTANT until completion of the construction work.

Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance.

Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. Including all cross frames, diaphragm connections and stud welding.

Designate a Field Engineer (Metro Engineer, Field Engineering Administrator, Area Engineer). The Field Engineer will delegate to a construction office the oversight of the project, where a Construction Engineer/Coordinator will be assigned to monitor and coordinate all project related activity, to assure compliance with applicable Federal and State requirements, for services performed under this agreement, and construction activity performed under the Contract Documents.

Provide through the Field Engineer and District staff, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the agreement in conformance with standard construction engineering practices of KDOT.

KDOT reserves the right to assign and charge to the project such KDOT personnel as may be needed.

The CONSULTANT has been advised by the LPA that the anticipated services to be performed will start in

and be completed by , with

.

The CONSULTANT shall hold harmless the LPA, SECRETARY and their authorized representatives from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the CONSULTANT, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes or omissions from the CONSULTANT's operation in connection with the services to be performed hereunder.

The CONSULTANT will make all documents and accounting records pertaining to the cost of the services for the project available at the CONSULTANT's office to representatives of the LPA, SECRETARY, FHWA and any authorized representative of the Federal Government for audit for a period of three years after the date of final payment.

The CONSULTANT will comply with all federal, state and local laws and ordinances applicable to the services performed.

The Cost Plus Net Fee total cost proposal by the the CONSULTANT for the performance of services is supported in 'Exhibit A'. The CONSULTANT will request reimbursement for actual costs in conformity with approved FHWA cost principals, not to exceed the upper limit of compensation. The fees proposed are as follows:

Net Fee Amount

Upper Limit, Total Cost Plus Net Fee

The CONSULTANT will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.

The CONSULTANT may request partial payment each month; however partial payment requests will be limited to $1,000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five percent (95%) of the total fee earned prior to the final approval by the LPA and/or the SECRETARY. Final payment to the CONSULTANT should be made within ninety (90) days after receipt or proper billing and final approval by the LPA and/or the SECRETARY.

The CONSULTANT's accounting system, cost records and overhead factors, may have to be reviewed by the SECRETARY's Bureau of Fiscal Services at the time a three party agreement is prepared by the SECRETARY.

It is understood by the CONSULTANT that if the CONSULTANT does not have a certified Field Supervisor when the project is ready to let, the project may be withdrawn from a letting, and any agreement executed as a result of this proposal may be cancelled.

The CONSULTANT's Field Supervisor for this project is

Certification Number Expiration Date

Whose work address is:

City State Zip Code

Work Phone

Mailing Address (if different)

Address

City State Zip Code

The Chief Inspector for the CONSULTANT will be

Certification Number Expiration Date

Whose work address is:

City State Zip Code

Work Phone

Mailing Address (if different)

City State Zip Code

The CONSULTANT certifies that the actions of all representatives of the firm will be in compliance with the prescribed 'Code of Conduct' solicitation and execution of contract Federal regulations.

The above proposal indicates our interpretation of the services desired by the LPA, and the CONSULTANT will be happy to meet and discuss any or all items of this proposal.

Respectfully submitted,

Consultant Name -- Title

Date