

Date
Project number
City of __
__ County

Dear:

Your request for the above-noted project has been approved. The Kansas Department of Transportation (KDOT) is in the process of updating its process guidelines to ensure adherence to federal regulations and to assist you in the selection of a consultant. In the meantime, please refer to the *Bureau of Local Projects Desk Reference* (Attachment No. 2. *23CFR172 BLP Desk Reference*). We have also provided a *Consultant Selection Guide* (see Attachment No. 1 *Consultant Selection Guide*) to serve as a checklist during the selection process **Note: procedures have changed, so be sure to review the desk reference and guide carefully before proceeding with the selection of a consultant for your project.**

The cost plus net fee agreement to be executed **within 90 to 120 days from the date indicated above** at the end of the selection process is for the Preliminary Engineering (Phases I and II). The Bureau of Local Projects will send you additional information to complete at the time your project is ready to let. This will make it possible to include the Construction Engineering (Phase III) in a separate agreement.

Please adhere to the suggested timeline provided in the *Consultant Selection Guide* so that your project may be included in a timely letting.

We understand that with the implementation of these new procedures, questions may arise. Please feel free to contact Mike Bowser at BLP (785-368-7347) if we can be of assistance.

Sincerely,

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

Tod L. Salfrank
Assistant Bureau Chief

MJS:TLS:mb
Attachments

Consultant Selection Guide

for Engineering Services (Preliminary Engineering) on City/County (LPA) projects

1. Review information received from BLP

- Letter
- Attachment #2: *23CFR172 BLP Desk Reference* **NOTE: This is a working draft of the process guidelines to be used until the finalized version is available.**
- Attachment #3: *Prequalified list of consultants*
- Attachment #4: *Sample Letter of Interest*
- Attachment #4A: *Certification by Prospective Participants*
- Attachment #4B: *Supplemental Data Sheet*
- Attachment #4C: *Sample Work Estimate*
- Attachment #4D: *Sample Preliminary Review Committee Report*
- Attachment #4E: *Sample Selection Committee Report*
- Attachment #5: *Sample Proposal Letter*
- Attachment #6: *Sample Proposal for Engineering Services*
- Attachment #7 *Estimate of Preliminary Engineering Fee*
- Attachment #8: *Certification of Final Indirect Costs*
- Attachment #9: *Tax Clearance Certificate* form
- Attachment #10: *Code of conduct* form

2. Solicit for consultant interest

- Advertise for interested consultants in your Official Register of Public Notices **14 calendar days prior to deadline** for receipt of the *Letter of Interest* and **at least 15 calendar days prior to the commencement of any negotiation**. You may also email advertisement information to prequalified consultants.
- Determine criteria to use in evaluating consulting firms. Use established criteria in consultant review process and document results (Attachment No. 4D *Sample Preliminary Review Committee Report* and Attachment No. 4E *Sample Selection Committee Report*) **Note:** If you prefer to use alternate criteria, you should receive approval from BLP prior to beginning the review process.
- Send the following items to all interested consultants that are on *Prequalified Consultant List* (for work they are prequalified to perform). Interested consultants should reply **within two weeks** of call.
 - *Letter of Interest* (see sample in Attachment No. 4)

- *Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements* (see Attachment 4A)
 - *Supplemental Data Sheet (Specific Project(s) Information)* (see Attachment 4B)
 - *Copy of Preliminary Review Committee Report* (see Attachment No. 4D)
 - *Copy of Selection Committee Report* indicating the maximum amount of points possible for each category (see sample in Attachment No. 4E)
 - *Project Location Map(s)*
3. Review letter of reply from consultants and relative information and document the review of consultants. This review should take place **within 2 weeks** from receipt of consultants' response.
- Put together a Preliminary Review Committee and use pre-determined criteria (see Attachment No. 4D)
 - Provide Selection Committee with 3-5 firms' requests without recommendations or preference for further review and negotiations (see #4 below for committee's duties)
 - Notify the consultants who were not selected for consideration
4. Form Selection Committee (may consist of same people as Preliminary Review Committee) who should perform the following duties:
- Within two weeks** of Preliminary Review Committee meeting, review all firms' qualifications and experience according to pre-determined criteria.
 - If necessary, City/County should contact consultants for additional information.
 - Use pre-determined criteria in consultant negotiation process to rank consultants in order of preference and document results (see Attachment No. 4E Sample *Selection Committee Report*)
 - If requested, scoring results must be provided to interested parties
 - Notify the top three ranked shortlisted consultants of their ranking
 - Within one week**, send the following items in which the firm ranked first in order of preference should detail the preliminary engineering covered in Phases I and II which should include scope of work, total hours to perform the work, and total costs including a fee to perform the work.
 - *Work Estimate* (see sample in Attachment 4C)
 - *Proposal letter* (see sample in Attachment No. 5)
 - *Proposal for Engineering Services* (see sample Attachment No. 6)
 - *Estimate of Preliminary Engineering Fee* (see Attachment 7)
 - *Certification of Final Indirect Costs* form (Attachment No. 8)
 - *Tax Clearance Certificate* form (Attachment No. 9)

KDOT will develop a work estimate for services that may be used by the City/County when negotiating the Consultant's estimate.

Once the proposal is acceptable to the City/County, review and give preliminary acceptance or negotiate services and costs with preferred firm. If the committee is unable to negotiate acceptable proposal and total costs, notify firm that negotiations have ended and begin negotiations with next firm on the list. If needed, contact BLP for assistance.

5. Send the following items to BLP:

- Copy of the advertisement in your local Official Register of Public Notices
- Copies of the five documents sent to each consultant who responded to the advertisement (see #2 for this list)
- Copies of letters from consultants who replied
- If different than established criteria, the list of criteria used by Preliminary Review Committee in selecting consultants to submit to Selection Committee
- Copy of all scoring sheets (*Selection Committee Report* Attachment No. 4E)
- A copy of the *Work Estimates* (see Attachment No. 4C) to determine reasonableness of consultant's proposal
- Copies of the documents sent to the selected consultant (see #4 for this list)
- A completed *Code of Conduct* form (see Attachment No. 10)
- Other items, if necessary

Once BLP has approved the submitted information, agreements will be prepared by KDOT and submitted to the consultant and City/County for signatures. The City/County and consultant should review, sign, and return the executed agreement for the Secretary's signature. KDOT will then transmit copies of the executed agreement to the City/County and the consultant who will also receive a Notice for the Consultant to Proceed.

The City/County should monitor the consultant's progress with the timetable provided by the consultant and make progress payments to the consultant for Phases I and II and bill KDOT on provided voucher forms.

If the City/County would like for the consultant to perform the construction engineering, the City/County should advise KDOT of this decision at the time the project is ready to let. KDOT will advise the City/County of the letting date and will send additional information at this time to proceed with the execution of an agreement for the construction engineering.

Bureau of Local Projects Desk Reference
Quality Based Selection of Consultants by Local Public Authorities (LPAs)

1. Project is programmed with a Project Authorization 883
2. Contact LPA if project engineering is eligible for federal funding.
 - a. Engineering Services packet is sent to LPA if they choose to participate.
 - b. On-call Construction Engineering list is sent if services will be needed.
3. Supplemental data sheet is filled out by LPA.
4. LPA prepares documents for pre-qualification of consultants:
 - a. Project summary (*e.g.*, type, location, etc.)
 - b. State applicable requirements, such as categories of prequalification required for the services, conformance with Federal contract cost and cost accounting principles / procedures, valid current Tax Clearance Certificate from the Kansas Department of Revenue and Certificate of Authorization from the Kansas Board of Technical Professions, as well as registered to do business in Kansas, etc.
 - c. Evaluation factors to be used and relative weight of factors
 - d. Information to be supplied by consultant via Letter of Interest (LOI), such as special qualifications, technical approach to the project, names / positions of Consultant and subconsultant employees to perform services, etc.
 - g. Description of process for selection (shortlist, ranking), interviews and estimated dates
 - h. Specific deadline date for receipt of LOI from prequalified consultants
6. Advertise for at least 14 calendar days prior to deadline date for receipt of LOI and at least 15 calendar days prior to commencement of any negotiation. May also email advertisement information to prequalified consultants.
7. Schedule meetings for Preliminary Review Committee
8. Upon receipt of LOIs, convene Preliminary Review Committee
 - a. Verify eligibility, debarment and suspension status of consultants submitting LOI
 - b. Review LOIs, pertinent performance evaluations and prequalification data (DOT form 1050)
 - c. Produce unranked shortlist (normally not less than 3 or more than 5)
 - d. Notify consultants submitting LOI of firms on unranked shortlist
9. Convene Selection Committee
 - a. Conduct pre-RFP meetings, if any, individually with each shortlisted consultant
 - b. Prepare RFP to include:
 - Purpose of project, location and project limits
 - Scope of services required and applicable standards, i.e., task descriptions and deliverables from tasks
 - Estimated schedule for consultant services based on Project Authorization schedule
 - Instructions to proposers such as deadline for submission (not less than 14 calendar days from issuance of RFP), form and format (including page limits if any), submission of technical proposal separate from cost proposal, password protected cost proposal, return or disposal of unopened cost proposals, etc.
 - Number and type of discussions to take place before and after submission and evaluation of proposals
 - c. Issue RFP to each unranked shortlisted consultant
 - d. Prepare independent estimate based on task descriptions
 - e. Receive proposals; review, evaluate and rank technical proposals only
 - f. Notify shortlisted consultants of ranking
 - g. Commence negotiations with highest ranked consultant for professional services at fair and reasonable compensation; if fail to reach agreement, then negotiate with next highest ranked consultant, etc.
10. If and when negotiations successfully concluded, documentation to legal counsel for preparation of contract.
11. Convey three originals of contract to consultant for signature and LPA signature then return to KDOT for KDOT's signature. KDOT will provide one fully-signed original to consultant and one fully-signed original to LPA for their own recordkeeping, retaining the third original for KDOT recordkeeping.

ATTACHMENT
NUMBER 3.
PREQUALIFIED LIST
OF CONSULTANTS.

Attachment No. 3

**KANSAS DEPARTMENT OF TRANSPORTATION
PREQUALIFIED CONSULTING ENGINEERS LIST**

**TRANSPORTATION FACILITIES ENGINEERING AND DEVELOPMENT
PRE-CONSTRUCTION ENGINEERING AND PROJECT MANAGEMENT
(PRELIMINARY ENGINEERING)
AND
CONSTRUCTION INSPECTION
(CONSTRUCTION ENGINEERING)**

The Consultants listed below have requested and have been prequalified by KDOT to perform Pre-Construction Engineering and Project Management (Preliminary Engineering) and Construction Inspection (Construction Engineering). These consultants are eligible to be considered.

To assure that Disadvantaged Businesses (DBE) and Women Owned Businesses (WBE) are considered and used when possible in the consultant selection process, we have identified those businesses on this list. Please take necessary affirmative steps to assure that these businesses may be considered and used when possible.

**THE FOLLOWING LIST OF CONSULTANTS
ARE PREQUALIFIED IN THE
FOLLOWING WORK CATEGORIES**

TRANSPORTATION FACILITIES ENGINEERING AND DEVELOPMENT

Pre-Construction Engineering and Project Management

- 211 Highway Design-Major Facility
- 212 Highway Design-Minor Facility
- 221 Non-Standard Span Bridge Design
- 222 Standard Span Bridge Design

Construction Inspection

- 241 Roadway and Bridge Construction Inspection

Pre-Construction Engineering and Project Management

211 Highway Design-Major Facility

<http://www.ksdot.org/divEngDes/prequal/consultants/default.aspx?page=consultlist&view=qualified&id=211>

212 Highway Design-Minor Facility

<http://www.ksdot.org/divEngDes/prequal/consultants/default.aspx?page=consultlist&view=qualified&id=212>

221 Non-Standard Span Bridge Design

<http://www.ksdot.org/divEngDes/prequal/consultants/default.aspx?page=consultlist&view=qualified&id=221>

222 Standard Span Bridge Design

<http://www.ksdot.org/divEngDes/prequal/consultants/default.aspx?page=consultlist&view=qualified&id=222>

Construction Inspection

241 Roadway and Bridge Construction Inspection

<http://www.ksdot.org/divEngDes/prequal/consultants/default.aspx?page=consultlist&view=qualified&id=241>

Project No.
City/County

Consultant's Address

Dear _____ :

For special qualifying projects developed under local jurisdiction, the Kansas Department of Transportation (KDOT) has established a process where cities/counties have the option of hiring a consultant to perform certain engineering services. In order to carry out our construction program, we must augment our staff by soliciting interest from consulting firms to perform the preliminary and construction engineering duties on the above noted project(s). The purpose of this letter is to determine if you wish to be considered. If your firm is interested in being considered for this you must respond by_____.

We intend to follow the procedures outlined in KDOT's 23CFR172 Bureau of Local Projects Desk Reference in our selection and negotiation with a consultant. We expect to execute an agreement with a consultant and KDOT for the preliminary engineering and a supplemental agreement for the construction engineering. Attached for your review is detailed information describing the project(s) for which we are soliciting interest from consultants. We have also provided the criteria on which the evaluation of firms will be made.

With your letter of reply you should include the following information relative to the category of work proposed:

1. A copy of the current *Consulting Engineer Qualifications and Questionnaire* KDOT form No. 1050 (Note: completion of page 5 is not mandatory)
2. A signed and notarized copy of the *Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgements*
3. Capabilities of the firm
4. A *Work Estimate* indicating the task, the title of the persons assigned to the task, and the number of hours each person will need to complete the task
5. List of qualified personnel including work history
6. Office locations
7. References
8. Other pertinent information

From those firms expressing interest, the City/County will contact the most qualified consultants (at least three, no more than five) with specific project details. Firms not selected will be notified by letter. A Negotiation Committee will review the qualifications of the firms and select one with which to begin negotiating a contract. (Note: The Negotiating Committee may desire to obtain additional information from the interested firms) After a proposal has received our approval, the remaining firms will be notified by letter. This proposal will be submitted to KDOT for approval and preparation of an agreement.

Sincerely,

(LPA's Name)

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, _____

Agency or Company

or any person associated therewith in the capacity of _____

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Signature

Sworn to before me, a Notary Public in and for the County of _____, State of _____, this _____ day of _____, 20____.

Notary Public

My Commission expires _____

**Supplemental Data Sheet
City/County Engineering Services**

1. City/County: _____

2. Project No.: _____

3. Project Location: _____

4. Estimated Project Length: _____

5. Scope of Services Requested:

Yes No Phase I: Design and plan preparation for Grading, Bridges and Surfacing for the above described project, including Special Specifications as required.

Yes No Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

Yes No Phase III: The construction engineering necessary to insure proper construction of the project that will include the contract administration, survey, and materials testing. In order to implement this phase, a supplemental agreement will be executed prior to or near the time the project is let contract to a construction contractor.

Yes No As an option on Phase III you may select to have the consultant perform the Contractor Construction Staking. (Unless this is a bid item on the plans.)

Bridge #1

Bridge #2

Grading: _____ Miles Bridges: Estimated Miles: _____

Surfacing: _____ Miles Other _____

6. Estimated Letting Date: _____

7. KDOT References that are the normal control for the Preliminary Engineering:

- a. *Standard Specifications for Road and Bridge Construction of the Kansas Department of Transportation* (most recent edition) with Special Provisions and Project Special Provisions, and with the rules and regulations of FHWA pertaining to the Project

- b. *KDOT Design Manual*
 - c. *KDOT Local Projects LPA Project Development Manual*
 - d. Bureau of Local Projects memos
 - e. *Geotechnical Bridge Foundation Investigation Guidelines*
 - f. The Bureau of Transportation Safety and Technology's *Traffic Engineering Guidelines* (the most recent version)
 - g. *Manual on Uniform Traffic Control Devices (MUTCD)* (the most recent version)
 - h. American Association of State Highway and Transportation Officials – *A Policy of Geometric Design of Highways and Streets* (most recent edition)
8. The Construction Engineering duties, if requested, will include on-site inspection, testing and contract administration for the project. The consultant should verify in responding their interest that they have or will have qualified personnel who can be assigned to this project. The agreement developed will include a conflict of interest clause that will preclude the consultant selected to do the construction engineering duties from also performing work for the contractor that constructs the project.
9. The provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990 will apply to all firms and will be included as a part of the Agreement.
10. Worker's Compensation Insurance will be required for the personnel working on the project.
11. The consultant's accounting system must provide:
- a. Valid, reliable and current costs to support the firm's cost and pricing data.
 - b. A means of measuring the reasonableness of incurred costs.
 - c. Identifiable and accumulative allowable cost by contract or project records which will reconcile with the general ledger.
 - d. Supporting documentation of actual expenditures for each billing, based on costs.

Sample of Work Estimate*

Task	Title of persons assigned to task	# of hours to complete task
Project Management	Sr Project Manager	20
	Project Manager	75
	Project Engineer	30
	Administrative Assistant	15
Traffic Design & Plans	Project Manager	18
	Project Engineer	73
	Design Engineer	93
	Technician	62
Roadway Design & Plans	Sr Project Manager	22
	Project Manager	88
	Project Engineer	111
Bridge Design & Plans	Sr Project Manager	26
	Project Manager	17
	Project Engineer	133
	Technician	41

Total Hours: 824

*Note: The tasks and titles indicated are to serve only as examples, not as a definitive list of what should be included in this work estimate.

Preliminary Review Committee Report

Project Number	
City/County	

Note: Please list firms in the order in which their responses were received.

Reasons	Consultant's Name

REASONS

- | |
|---|
| <p>X = Passed to Selection Committee</p> <p>1 = Excluded because of size and qualifications</p> <p>2 = Excluded because of experience of personnel available for project</p> <p>3 = Excluded because of location</p> <p>4 = Excluded because of current uncompleted work, or distribution of work</p> <p>5 = Excluded because of performance</p> <p>6 = Other (communication, program procedure knowledge)</p> <p>7 = No response from the Consultant</p> <p>* = Firm not prequalified in this category</p> |
|---|

Review Committee Findings of
(Date)

	Signature
Review Committee Chairperson	

Selection Committee Report

Project Number

City/County

	Weight amt. (100 pts max)*	Name of Consulting Firm				
Ability to perform the desired services within the time prescribed						
Past performance of firm						
Training of staff						
Previous experience with similar work and knowledge of project procedures						
Commitment of resources that could limit performance (ex. staff, equipment)						
Firm's familiarity with project area						
Accessibility of firm's office (10 pts max allowed)						
Totals						
Ranking						

***City/County must determine maximum amount possible for each category based upon its importance to project (see sample below)**

Sample

Project Number C-0000-01
 City/County XJY

	Weighted amt. (100 pts max)*	Name of Consulting Firm				
		ABC, Inc	DEF, LLC	GHI Consult.	JKL Brothers	MNO, Inc
Ability to perform the desired services within the time prescribed	25	22	14	25	20	25
Past performance of firm	15	14	10	13	11	15
Training of staff	10	7	3	10	9	9
Previous experience with similar work and knowledge of project procedures	10	8	4	9	7	9
Commitment of resources that could limit performance (ex. staff, equipment)	25	14	20	24	21	23
Firm's familiarity with project area	10	9	2	10	8	10
Accessibility of firm's office (10 pts max allowed)	5	3	5	4	2	5
Totals		77	58	95	78	96
Ranking		4	5	2	3	1

Project No.
City/County

Consultant's Address

Dear _____:

This letter is to inform you that your firm has been selected by procedures outlined in the KDOT's 23CFR172 Bureau of Local Projects Desk Reference to submit a detailed proposal to perform Preliminary Engineering services on the above noted projects(s).

We are requesting that you consider, complete, and return a copy of the attached *Proposal for Engineering Services*, the *Estimate of Preliminary Engineering Fee* form, the *Certification of Final Indirect Costs* form, and the *Tax Clearance Certificate* form. This proposal indicates the services to be performed and an estimated number of hours required to complete the work. We are requesting your proposal be returned to us by _____. We will be notifying you regarding our acceptance or rejection of your proposal.

If the project advances to contract and we desire your services for construction engineering, we will provide you with a similar proposal to be completed for execution of a supplemental agreement.

Please refer to KDOT's 23CFR172 Bureau of Local Projects Desk Reference if you have any questions regarding our selection process, or contact this office if we can be of assistance.

Sincerely,

City/County

- 1 Copy to KDOT (To Accompany KDOT Form 1302) _____ County
- 1 Copy for County
- 1 Copy for Consultant

Project No. _____

PROPOSAL FOR ENGINEERING SERVICES

Cost Plus a Net Fee

The Consulting Engineering Firm of _____ with principal offices located at _____, Hereinafter referred to as the CONSULTANT has reviewed the information transmitted by ____ City/County, hereinafter referred to as the "LPA" (Local Public Authority). Based on this information, the Consultant submits the following Proposal:

1. The LPA has requested a Proposal for preliminary engineering and plan preparation (engineering services) from the Consultant for the following proposed construction improvements:

Grading: \ _____ Miles	Bridges: Est. Feet \ _____
	Bridge #1
Surfacing: \ _____ Miles	Est. Feet \ _____
	Bridge #2

on _____ Route _____ located _____ and designated by the above noted project number. The subject construction improvements, however, are hereinafter referred to as the Project.

2. The LPA has stated that it desires federal participation in the cost of the engineering services, as well as the construction cost of the Project.
3. The LPA desires the engineering services provided by the Consultant to be in accordance with 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 Scope of Engineering Services can be defined as follows:

Phase I: Design and plan preparation for Grading, Bridges and Surfacing for the above-described project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

Phase III: The construction engineering necessary to insure proper construction of the project that will include the contract administration, surveys and materials testing.

4. The engineering services performed by the Consultant for Phases I and II* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- Topographical Survey
- Relocation Survey
- Normal Field Survey
- Geological Survey
- Bridge Soundings
- R/W Survey

Plans, Specifications & Estimates

- | | |
|---|---|
| 1) Road | 2) Bridges |
| <input type="checkbox"/> Balanced Grading Plan | <input type="checkbox"/> Contour Maps |
| <input type="checkbox"/> Pavement Design | <input type="checkbox"/> Bridge Layout Cost |
| <input type="checkbox"/> Culvert Designs | <input type="checkbox"/> Cost Completion |
| <input type="checkbox"/> R/W Descriptions | <input type="checkbox"/> Bridge (Superstructure) |
| <input type="checkbox"/> R/W Strip Map | <input type="checkbox"/> Bridge (Substructure) |
| <input type="checkbox"/> Surfacing Plans | <input type="checkbox"/> Detailed Bridge Plans |
| <input type="checkbox"/> Storm Sewers | <input type="checkbox"/> Special Provisions |
| <input type="checkbox"/> Special Provisions | <input type="checkbox"/> *Review Shop Drawings |
| <input type="checkbox"/> Construction Cost Estimate | <input type="checkbox"/> *Review Falsework Drawings |
| <input type="checkbox"/> R/W Staking | <input type="checkbox"/> Construction Cost Estimate |
| <input type="checkbox"/> Traffic Control Plan | |
| <input type="checkbox"/> Other _____ | |
| _____ | |

Other phases if involved: \ _____

5. The proposed Project will be constructed on said route to equal or exceed the Secretary’s approved design guidelines for the following:

- (a) AADT _____
- (b) Minimum Design Speed of _____ MPH
- (c) Other _____

6. The Consultant will perform the following engineering services:

- (a) Prepare detailed plans and construction drawings in accordance with design criteria which conform to KDOT’s Secondary Road Plan and utilize applicable drafting details, design guidelines, etc. from KDOT’s Design Manual for highways and structures equivalent to the class of highway covered by the Project and/or to such design criteria as may be approved by the Secretary.
- (b) Prepare revised plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contracts covering the Project. Such revised plans may be made by the Secretary or LPA at the Consultant’s expense.

- (c) Prepare the plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA.
- (d) Make the necessary field surveys to determine horizontal and vertical alignment for the proposed project.
- (e) Prepare and furnish electronic set of preliminary construction plans for field check and review to the LPA and two (2) sets to the Secretary. These plans shall, at a minimum, show the horizontal and vertical alignment, typical sections, contour information, construction layouts and size of bridges, size and location of drainage structures, intersection details, construction limits, existing and new right-of-way limits, property owners, utility locations and ownership, and be included on the appropriate following sheets: Title, Typical Section, Surfacing, Plan-Profile, Cross Sections, Contour Map and Bridge Layout, Traffic Control Plan, and such other special sheets as the Consultant deems necessary. (Refer to the LPA Project Development Manual <http://kart.ksdot.org/>)
- (f) Field check the Project with representatives of the LPA and Secretary.
- (g) Incorporate any changes which may have been agreed to during the field check, and include in such plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
- (h) Submit one complete electronic set of the plans to the Secretary for office check review along with copies of special provisions, supplemental specifications and the updated cost estimate. The LPA may request a similar set of prints and copies of the office check plans. (Refer to the LPA Project Development Manual <http://kart.ksdot.org/>)
- (i) Prepare electronic final plans with a signed and sealed Title Sheet and updated cost estimate based on final plan quantities (if different from office check estimate), and necessary special provisions and necessary supplemental specifications.
- (j) Prepare plats and descriptions of right-of-way required and furnish to the LPA. (This item is optional but is included if so noted on Page 2 of this Proposal.)
- (k) Furnish preliminary plans to the LPA sufficiently complete for the LPA's use in preparing descriptions for rights-of-way required in connection with the Project within _____ calendar days after issuance by the Secretary of the Notice to Proceed with the work, exclusive of time required for reviews by the approving parties and delays beyond the Consultant's control.
- (l) Furnish final and complete construction plans to the LPA and the Secretary for approval within _____ calendar days after issuance by the Secretary of the Notice to Proceed, exclusive of time required for reviews by the approving parties and delays beyond the Consultant's control.

- (m) Prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the standard specifications of KDOT, except for items designed by others.
- (n) Review and recommend for approval all shop drawings and falsework drawings, as may be required for the Project, if indicated in the scope of engineering services on Page 2 of this Proposal.
- (o) Have available at the Consultant's office located at _____, for review by the LPA, the Secretary and the FHWA's personnel, all plans being prepared and supporting information.
- (p) Provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents shall become the property of the LPA upon the completion thereof in accordance with the terms of this Proposal, without restrictions as to their further use.
- (q) Provide traffic control signing on or along any street or highway where the Consultant has crews working. The size, shape, color and placement of all signs shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways as approved by the American Association of State Highway and Transportation Officials and the Department of Transportation, FHWA.

7. In addition to the engineering services the Consultant will assume the following obligations:

- (a) Furnish two (2) copies of each proper billing to the LPA.
- (b) Accept compensation for the performance of services herein described in such amounts and at such intervals as indicated in Paragraphs 20, 21, 22, and 23.
- (c) Provide engineering services for Phase III and extra work in addition to those set forth above, or for changes in plans due to changes in criteria, for a mutually agreed actual cost plus a net fee. Any payments authorized under this section must be approved by the Secretary. In the event the scope of the Project changes to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree that a supplemental agreement to the executed Agreement is necessary to provide for authorized extras, all payments for work performed to that date shall be due and payable within ninety (90) days after the date of the supplemental agreement, provided, however, that a proper billing has been received from the Consultant.
- (d) Prepare an estimated schedule for performance of engineering services identified in Paragraph 20 of this Proposal (may be bar chart or other acceptable method) and report to the LPA (Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.

- (e) Make all documents and accounting records pertaining to the work covered by the executed Agreement available at the Consultant's office to representatives of the LPA, the Secretary and the FHWA or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
 - (f) Accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by the executed Agreement.
 - (g) Become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
 - (h) Be responsible for any and all damages to property to persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under the executed Agreement.
 - (i) To save the LPA, the Secretary and their authorized representatives harmless from any and all 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.
 - (j) To warrant the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure selection by the LPA, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the executed Agreement. For breach or violation of this warranty, the Secretary shall have the right to annul the Agreement without liability, or in his or her discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
8. The services to be performed by the Consultant under the terms of this Proposal are personal and cannot be assigned, sublet, or transferred without written consent of the LPA and the Secretary.
9. The right is reserved by the LPA with the approval of the Secretary to terminate all or part of the executed Agreement at any time upon written notice to the Consultant. Such notice shall be sent not less than ten (10) days in advance of the termination date stated in the notice.
10. The Consultant may terminate the executed Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days

written notice in advance of the effective date of such termination received by all parties to this Agreement.

11. In the event the executed Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the Basis of Payment determined for the Agreement.
12. In the event the services of the Consultant are terminated by the LPA and the Secretary for fault including but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the services performed or rendered and delivered to the Secretary up to the time of termination. The value of the services performed, rendered and delivered will be determined by the LPA and the Secretary. In the case of any dispute as to payment arising under the executed Agreement pertinent information will be submitted to a Review Committee for resolution. The Review Committee will be comprised of a maximum of two (2) representatives from each of the Agreement parties.
13. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in Paragraph 12.
14. The Consultant shall not sublet or assign all or any part of the services noted in this Proposal without the prior written approval of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or otherwise dispose of any portion of the executed Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
15. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Proposal.
16. The Consultant and subcontractors will be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 48 Code of Federal Regulations (CFR) Chapter 1, part 31 et seq.
17. Overhead rates will be submitted to the Secretary by the Consultant for audit within seventy-five (75) days after completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at their normal place of business. Overhead rates will be audited on a yearly basis following the first audit as may be required.
18. The Consultant, the LPA and the Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.

19. That an extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; PROVIDED, such extension of time shall be requested by the Consultant in writing, stating the reasons therefor.
20. The fee proposed by the Consultant for engineering services for Phases I and II shall be tabulated as follows:

(a) SURVEYS

For all surveys, and for bridge soundings, as noted by the tabulation of survey services on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$__. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$__.

(b) BRIDGE PLANS, SPECIFICATIONS AND ESTIMATES

Bridges: An amount for bridge construction plans as follows:

	New Design		Adapted Super & New Substruct.		Adapted Super & Substruct.	
	Net Fee	Upper Limit	Net Fee	Upper Limit	Net Fee	Upper Limit
Bridge #1	_____	_____	_____	_____	_____	_____
Bridge #2	_____	_____	_____	_____	_____	_____

For all bridge engineering work, including bridge construction plan fees noted above, tabulated on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$_____. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work detailed in this section shall be \$__.

(c) ROAD PLANS, SPECIFICATIONS AND ESTIMATES

Road: For preliminary plans for right-of-way and for construction road plans, and right-of-way descriptions and staking as noted in the tabulation of road engineering services on Page 2 of this Proposal, including culverts and surfacing, but not including bridges, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$__. The actual costs shall be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31

et seq. The upper limit of compensation for work detailed in this section shall be \$__.

(d) REVIEW OF SHOP AND FALSEWORK DRAWINGS

For compensation of Phase II as noted in the tabulation of engineering services on Page 2 of this Proposal, compensation shall be made on the basis of the Consultant's actual cost plus a net fee amount of \$__ in conformance with the cost principles established in the Federal-Aid Policy Guide and Title 48 Code of Federal Regulations (CFR) Chapter 1, Part 31 et seq. The upper limit of compensation for work shall be \$__.

(e) Total compensation for Phase I and II of this Proposal shall not exceed \$__.

21. (a) During the progress of work covered by the executed Agreement, partial payments for Phase I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing shall be supported by a progress schedule acceptable (for Phase I normally payments may be made at the completion of surveys, field check plans, plans for office check review and final work as per terms of the Agreement) to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period. Accumulated partial payments shall not exceed Ninety-five Percent (95%) of the total fees earned, prior to approval and acceptance of completed work on the appropriate phase by the LPA, Secretary and the FHWA. Partial payments due shall be defined as the accumulated total fees less the total of previous payments times Ninety-five Percent (95%).
- (b) The voucher for final payment for Phase I due under provisions of the executed Agreement may be submitted after the Secretary's award of the Project for the LPA for the Project's Construction contracts.
- (c) The voucher for final payment from the LPA for Phase II due under provisions of the executed Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
22. In the event that a construction contract has not been awarded for any project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.
23. The final payments for Phase I and II due under provisions of the executed Agreement shall be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.
24. The Consultant may request payment for Phase III by the terms of a supplemental Agreement if necessary and executed) and for authorized extra work as provided in

Paragraph 7(c), and such payments shall be in addition to and exclusive of fees stipulated in Paragraph 20 above.

25. Other _____

Respectfully submitted,

CONSULTANT

TITLE

DATE

ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER:	COUNTY/CITY:
LOCATION:	
WORK ITEM:	DATE:

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		0.00		0.00
2. SALARY RELATED AND GENERAL OVERHEAD ()				0.00
3. SUBTOTAL (LINES 1 & 2)				0.00
4. NET FEE			#DIV/0!	
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				0.00
TOTAL (LINES 3, 4 & 5)				0.00

Certification of Final Indirect Costs

Firm Name: _____

Indirect Cost Rate Proposal: _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____

Name of Certifying Official (Print): _____

Title: _____

Date of Certification (mm/dd/yyyy): _____

Project No. _____

CODE OF CONDUCT

This Code of Conduct shall govern the performance of our officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. NO employee, officer or agent of the grantee may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when:

1. The employee, officer or agent;
2. Any member of that employee, officer or agent's immediate family;
3. Any employee, officer or agent's partner; or
4. An organization which employs, or is about to employ, any of the above,

has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees or agents may neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements except where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

Violations of this code by any officer, employee, agent, subcontractor or subcontractor's agents shall be penalized to the full extent under applicable Local, State and Federal laws, both criminal and civil.

Note: This Code of Conduct is required by Federal Regulations. Please review the above information and sign and return the attached sheet "Certification of Project Applicant."

CERTIFICATION OF PROJECT APPLICANT

I hereby certify that I am _____ a duly authorized representative of _____ whose address is _____. I certify and guarantee that neither I nor the above agency I represent has allowed any officer, employee or agent to participate in the selection of a Consultant, an award, or in the administering of a contract to be supported by Federal funds, if a conflict of interest, real or apparent, would arise from:

1. An officer, employee or agent having a financial or other interest in the firm selected; or
2. An immediate family member of an officer, employee or agent having a financial or other interest in the firm selected; or
3. A partner of an officer, employee or agent having a financial or other interest in the firm selected; or
4. An organization that employs or is about to employ any of the above, where the organization has a financial or other interest in the firm selected.

I further certify that no officer, employee or agent has solicited nor accepted gratuities, favors or anything of monetary value from said firm that is of substantial or intrinsic value, as determined by the established Code of Conduct.

I acknowledge that this certificate is to be furnished to the Secretary of Transportation for the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature (City or County)