

REQUEST FOR QUALIFICATIONS

FOR

DESIGN SERVICES

FOR THE PROPOSED

CEDAR CREEK WWTP EXPANSION PHASE II; SOLIDS HANDLING REHABILITATION; AND SUPER CRITICAL WATER OXIDATION PILOT PROJECT No. 1-C-013-25; 1-C-025-25; AND 1-C-019-25

The City of Olathe, Kansas
Infrastructure Department
1385 S. Robinson Drive
Olathe, Kansas 66601
(913) 971-9116

Issued: September 13, 2024



Cedar Creek WWTP Expansion Phase II; Solids Handling Rehabilitation; and Super Critical Water Oxidation Pilot

Project No. 1-C-013-25; 1-C-025-25; and 1-C-019-25

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Cedar Creek WWTP Expansion Phase II; Solids Handling Rehabilitation; and Super Critical Water Oxidation Pilot

Project No. 1-C-013-25; 1-C-025-25; and 1-C-019-25

INVITATION FOR REQUEST FOR QUALIFICATIONS

INTRODUCTION

The City of Olathe, Kansas, Infrastructure Department is seeking qualification proposals from engineering firms for design and construction administration services for the **Cedar Creek WWTP Expansion Phase II; Solids Handling Rehabilitation and Super Critical Water Oxidation Pilot** projects. These projects consist of the design and construction of a third Biological Nutrient Removal (BNR) train, final clarifier, expansion of our solids handling building to include two centrifuges, polymer feed systems, interior crane/s, and necessary appurtenances, rehabilitation of the gravity thickener, additional gravity thickener, sludge pump station, sludge holding cells and a super critical water oxidation (SCWO) system. These improvements will provide additional treatment and processing capabilities for expanded development in the growing Cedar Creek Sewer Basin of the City of Olathe. The City is looking for design professionals with extensive experience, expertise, understanding of operations with a sprinkle of creativity in the design and construction of wastewater treatment facilities.

The City invites interested and qualified firms to submit a statement of qualifications identifying their qualification for providing the services required of these projects. Firms considering this request for qualifications are encouraged to thoroughly review this document to familiarize themselves with the instructions, information, procedures, and requirements contained herein. Statements of Qualifications must be prepared and submitted in accordance with the criteria and procedures established in this request for qualifications.

BACKGROUND

The City of Olathe continues to experience rapid development in the Cedar Creek Sewer Basin, with consistent growth in new residential, commercial, and industrial facilities being constructed in the past 10 years with several more planned for the immediate future. As this sewer basin continues to grow, the City commissioned two studies in 2023, a Capacity Analysis and Treatment Expansion Plan, to review the capacity of existing plant infrastructure and plan for future infrastructure needed to support growth. Results of the studies showed that the City was at capacity for the solids processing portion of the treatment plant and would near capacity on the liquids processing within the coming two-three years. After evaluating various options, the decision was made to construct a new BNR train, a final clarifier, overhaul the solids processing and piloting a SCWO unit for biosolids processing.

PROJECT PARAMETERS

The project includes the design and construction of a third BNR treatment train, associated final clarifier, expansion to the existing Solids Handling building to include two new centrifuges and all associated appurtenances, expansion of the solids holding cells, gravity thickeners, sludge pumping station and installation of a SCWO unit to pilot. Currently, Cedar Creek WWTP is rated with Kansas Department of Health and Environment (KDHE) for 7.75 MGD, which includes two BNR trains and two Oxidation Ditches. However, the Solids Processing is limited to 5.5 MGD based on our gravity thickening capacity. With the proposed construction, the two existing Oxidation Ditches will be removed from service and properly abandoned. The selected consultant will be expected to aid the city with re-rating the two existing BNR trains, along with all necessary permitting for the associated construction.

The City is anticipating the following construction budgets of approximately \$29 Million for the Cedar Creek WWTP Expansion Phase II (BNR), \$31 Million for the Solids Handling Expansion, and \$5 Million for the SCWO pilot, the grand total of construction for all three projects is around \$65 Million. Funding for the SCWO project is a mixture of State Revolving Funds through the Emerging Containments Grant and Revenue Bonds. Funding for the Solids Handling and BNR projects are a combination of cash and Revenue Bonding. However, the project budgets and the overall anticipated project scopes will be evaluated with the selected project team after project kickoff and is subject to change, if deemed appropriate by the City.

SELECTION PROCESS

The City intends to select a firm which demonstrates extensive experience having successfully managed the design and construction of wastewater treatment plant rehabilitation and expansion; which demonstrates the ability and experience to effectively work in an environment that embraces collaboration, communication, and teamwork between all parties to achieve the City's goals for these projects; which demonstrates a thorough and appropriate approach and proven processes for the management of this type of project and the nature of the expected work; and which proposes qualified and experienced personnel to be assigned to these projects. The general scope of services of the selected firm is further defined in this document.

The City will use a two-step process for the evaluation of all candidates and the selection of the Firm for these projects. The process will include a review of qualifications and interviews with short-listed Candidates. The City will receive and review statements of qualifications in response to this RFQ. Statement of qualifications will be evaluated by an evaluation committee composed of City staff. Members of the evaluation committee will independently review and rate each qualification submittal based on the listed criteria to determine which candidates best demonstrate themselves as the most qualified and capable of providing the services required of the project. The evaluation committee will develop a short-list of those candidates thought to be the most qualified and capable of performing the work required of these projects. The short-list is anticipated to be the two to three, top ranked firms. However, the City reserves the right to increase or decrease this number based on the quality of the qualifications submitted. The short-listed candidates will then be invited to interview with the evaluation committee in order for the Committee to further examine the personnel, qualifications, capabilities, management processes and approach, etc. of each Candidate. However, if in the evaluation committee's opinion there is a clear and obvious choice as to the most qualified candidate based upon the information submitted in the Statement of Qualifications, the committee may select the firm for the services required for these projects based upon the Committee's evaluation of the candidate's submittal and without conducting interviews.

The candidate selected for these projects will be the one, which best demonstrates to the evaluation committee, as being the most qualified and capable of providing in a timely manner the services required of the project.

CONSTRUCTION DELIVERY METHOD

The City anticipates utilizing the 0% Construction Manager at Risk (CMAR) delivery method for the delivery of these projects. It is the City's intention to select both a designer and a construction management firm that clearly demonstrate a thorough understanding of this delivery method, including the inherent relationships between the owner, designer, and construction management firm, and which demonstrate the ability and experience to effectively work in an environment that embraces collaboration and teamwork between all parties. Using the 0% CMAR delivery method, both designer and construction management firm will be selected at the beginning of the project and will work in tandem throughout design and construction.

PROJECT REPRESENTATIVE

The City of Olathe Project Representative shall be the primary point of contact for these projects. The City of Olathe Project Representative for these projects is:

Sabrina Parker, Water and Sewer Manager
City of Olathe Kansas
Infrastructure Department
1385 S. Robinson Drive
Olathe, Kansas 66061

Direct Phone: (913) 971-9116
E-Mail: sparker@olatheks.org

SUBMITTAL REQUIREMENTS

Design firms interested in being considered for these projects shall submit **three** hard copies and one electronic copy of their Statement of Qualifications in pdf format using the delivery method listed below.

Submit Statement of Qualifications no later than 4:00 pm CST, Thursday, November 7, 2024.

- Submittals may be mailed, or hand delivered to the following:

City of Olathe Kansas, Infrastructure Department
1385 S. Robinson Drive, Olathe, KS 66061
Attn: Sabrina Parker

TIMELINES

RFQ TIMELINE

The following is the timeline established for the selection of the Firm for these projects.

Issue Request for Qualifications	September 13, 2024
Non-Mandatory Facility Tour	September 20, 2024
Deadline for Submittal of Questions to the RFQ	November 1, 2024
Statement of Qualifications Due	November 7, 2024
Complete Evaluation of Qualifications	November 21, 2024
Identification of Short-Listed Firms for Interviews	November 22, 2024
Interviews <u>(these dates are firm)</u>	December 10, 2024
Selection of Preferred Firm	December 13, 2024
City Council Award of Design Services Contract (tentative)	February 4, 2025
Construction Manager Interviews	January 16-17, 2025
City Council Award of Construction Management Contract (tentative)	February 18, 2025

TENTATIVE PROJECT TIMELINE

The following is the tentative project timeline established for the design and construction of these projects.

Hydraulic Conditions, Technical Memorandum	June/July 2025
Preliminary Construction Document Review	September 2025
60% Construction Document Review	January 2026
95% Construction Document Review	March 2026
KDHE Review	April 2026
Construction Start	approximately June 2026
Construction Complete	November 2027

INSTRUCTIONS TO PROPOSERS

DEFINITIONS

Wherever the words "City" or "Owner" are used in this Request for Qualifications, it shall mean the City of Olathe, Kansas.

Wherever the words "Engineer", "Candidate", "Firm", "Design Team" or "Proposer" are used in this Request for Qualifications, it shall mean the Proposer and design professionals which make up the entire team proposing to provide the services required of these projects.

GENERAL INFORMATION

Firms considering this Request for Qualifications are encouraged to thoroughly review all instructions and information provided in this document.

Response to this Request for Qualifications are to be in the form of a Statement of Qualifications (SOQ) as outlined in the section titled Statement of Qualifications Requirements. The Statement of Qualifications must include all the requested information and must be organized in the manner as indicated in the section titled Outline for Statement of Qualifications, with all identified sections included. If in the judgment of the City any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

COMMUNICATION WITH THE OWNER

From the date of issuance of this Request for Qualifications, all communication between any Firm and the City regarding this Request for Qualifications, including but not limited to questions or concerns about the content, requirements, or processes identified herein, must be done so with the City's project representative. Firms may contact the project representative via telephone or e-mail with general project inquiries, requests for interpretation, pre-submittal questions, etc. Questions received after the date established for the submittal of questions will not be answered.

FORMAT OF SUBMITTALS

The City requires the Statement of Qualifications be clear, concise, specific to the needs and conditions of these projects, and organized as outlined in this Request for Qualifications.

The Statement of Qualifications in response to this request are to be formatted for 8-1/2" x 11" pages (foldout pages up to 11" x 17" in size if needed are permitted).

SUBMITTAL INFORMATION

Firms interested in being considered for these projects shall submit the required copies of their Statement of Qualifications to the City's Project Representative previously identified herein. Do not submit the Statement of Qualifications to any other department within the City of Olathe organization. Proposers are solely responsible for the delivery of their submittal on or before the due date and time previously identified herein. Submittals received after the due date and time will not be accepted.

WITHDRAWAL OF STATEMENT OF QUALIFICATIONS

Any Proposer may withdraw their Statement of Qualifications upon written request provided by the Proposer to the City of Olathe Project Representative.

INSURANCE

The design firm selected for the work must be able to provide the City's standard insurance provisions (Refer to Exhibit A).

TERMS AND CONDITIONS

1. Proposers acknowledge and agree that the City of Olathe will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent as a result of, or arising out of, submitting a response to this Request for Qualifications.
2. All information submitted in response to this Request for Qualifications shall become the property of the City of Olathe and will not be returned.
3. The City of Olathe understands submittals provided in response to this Request for Qualifications may include information the Proposer does not want disclosed for any purpose other than evaluation of the submittal. It shall be understood, the content of the submittal will remain confidential during the evaluation and selection period. Once a decision to award is made, all proposals are subject to public disclosure consistent with Kansas law. Respondents must invoke the exemptions to disclosure provided by law and must clearly identify in the proposal the data or other materials to be protected and state both the reasons why such exemption from public disclosure is necessary and the legal basis for such exemption. All other contents of the submitted proposals become public record once an award by City Council is made.
4. The City of Olathe reserves the right to cancel, alter, or amend this Request for Qualifications. In such an event, all persons or firms recorded by the City of Olathe as having received this Request for Qualification document will be notified in writing.
5. The City of Olathe reserves the right to request clarifications from any or all firms or individuals submitting a response to this Request for Qualifications. However, the City of Olathe shall not be required to request missing information from the respondents that may cause the submittal to be considered non-responsive.
6. The City of Olathe reserves the right to waive any irregularities in the submittal and review process.
7. The City of Olathe reserves the right to reject any or all submittals or to re-advertise for and solicit other proposals.
8. The contract between the Firm and the City of Olathe will contain the following indemnification provisions:
 - a. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
 - b. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
 - c. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

9. Design firms shall visit the site and inform themselves of all conditions presently existing. Their failure to visit the site shall in no way relieve the successful design firm from the necessity of furnishing all materials and performing all work necessary to complete the project in accordance with the Request for Qualifications.
 - a. A non-mandatory meeting to go over the intended City scope and tour the Cedar Creek WWTP facility (25915 W 119th St., Olathe, KS) will be held on Friday, September 20th at 9am. It is anticipated that this tour could last up to 2 hours. (This will be the only tour given to consultants after the release of this RFQ).
 - b. Meetings can be requested by the design firm but must be scheduled with the Project Manager only at any time during the RFQ process.

(Remainder of this page intentionally left blank)

SCOPE OF SERVICES

The scope of services for interested firms shall include both all design and construction administration services necessary for completion of the construction of these projects. Design services are expected to include treatment plant hydraulic and process modeling, a technical memorandum outlining the intended final design parameters, geotechnical borings, construction documents, permit preparation (KDHE, Fish and Wildlife, DWR, etc.), public outreach and meetings, and bidding assistances. Construction administration services are expected to include assistance with project management, Resident Project Representative (RPR) services, commissioning services, as-built construction documents and potential assistance with migration of new assists into our CMMS system.

In addition to these standard design, documentation and construction administration services, the following will also be required:

- Participate in the following meetings:
 - Project meetings with City staff to discuss the project objectives.
 - Public information meetings.
 - Project meetings with utility companies to coordinate project needs, if necessary.
- Creation and distribution of meeting agendas, and timely issuance of comprehensive meeting minutes documenting design processes, evaluations, and decisions.

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STATEMENT OF QUALIFICATIONS REQUIREMENTS

The City intends to select a Firm which demonstrates a thorough understanding of the needs of these projects and services to be provided; which demonstrates the ability and experience to effectively work in an environment that embraces collaboration, communication, and teamwork between all parties to achieve the City's goals for these projects; which demonstrates a thorough and appropriate approach and proven processes for the management of this type of project and the nature of the expected work; which proposes qualified and experienced personnel to be assigned to the project; and which demonstrates experience having successfully provided comprehensive design and construction administration services on similar type projects. Additionally, the City expects the successful Proposer and all members of the Team to make a significant commitment to servicing the project and the City regardless of their geographic proximity to or distance from the project. Therefore, Firms submitting a Statement of Qualifications are encouraged to consider the specific nature of the work required for these projects along with the expected responsibilities, and to submit specific information which will help demonstrate to the City their qualifications, experience, approach, and processes.

OUTLINE FOR STATEMENT OF QUALIFICATIONS

Proposers shall use the following Statement of Qualifications outline to describe the proposed Design Team which will provide comprehensive design and construction administration services for the project. The Proposer shall carefully consider the firms and individuals being proposed as part of the Team and shall understand the City's evaluation and any potential selection of the team for the project will in large part be based upon the firms and design professionals represented in the Statement of Qualifications as being proposed for the project. Therefore, the Proposer shall understand their obligation to maintain the composition of the team throughout the duration of the project unless sufficient cause for change is presented to the City.

The Statement of Qualifications shall be concise and fully self-contained, shall identify clearly and accurately the capability, knowledge, experience, and capacity of the Proposer to meet the requirements of this Request for Qualifications and provide the services required of these projects. The Statement of Qualifications must be organized in the following manner and must address the following specific criteria:

1. TRANSMITTAL LETTER

Provide a transmittal letter identifying the Proposer responsible for submitting the Statement of Qualifications and introducing the proposed design team. Briefly summarize the background and experience of the Proposer and those of the design team, and any distinguishing qualities or capabilities that uniquely qualify the team for these projects. Clearly identify the name of the firm that if selected for these projects, will be entering into a contract with the City of Olathe, and identify the name, telephone number, and e-mail address of the person designated to be the principal point of contact for the Firm during the evaluation process. Please include project name and number within the subject line.

2. TITLE PAGE

3. TABLE OF CONTENTS

The Table of Contents shall list all Statement of Qualifications sections as outlined herein.

4. MANAGEMENT CAPABILITIES, PROCESSES, APPROACH (SEVEN (7) PAGES MAXIMUM)

The City seeks to fully understand the management capabilities, processes, and approach the Firm will employ on these projects in order to achieve the City's goals for these projects and to ensure that the projects and the City are thoroughly supported throughout the design, bidding,

construction administration, and close-out phases. Candidates shall describe in detail the Team's philosophy, project management processes, and approach to providing the services required for these projects. Information should include but is not limited to the following:

- a. Your expectations and approach for collaboratively working with the City during the design phase of the project.
- b. Your expectations as to the frequency of meetings throughout all project phases, and whether meetings are in-person, web-based, or a combination of both.
- c. Your expectations, approach, and processes for leading the City and other project stakeholders through a series of meetings, workshops, etc. during the initial stages of the services as will be necessary to capture the goals and vision for the project and to define the scope of the project.
- d. Your approach to the expansion needs of the Cedar Creek WWTP and how best to achieve additional capacity at this facility.
- e. Your thoughts and/or any concerns regarding the scope, funding, anticipated timeline, and selected technologies or treatment processes outlined for these projects.
- f. Your approach and processes for analyzing the project site and existing conditions, as necessary, to understand opportunities, limitations, etc. that may influence the projects and daily operation of this facility. Demonstration of understanding facility processes and how to balance operational needs with construction needs.
- g. Your approach to develop scope and quality expectations relative to the available construction budget.
- h. Your understanding of the Construction Manager at Risk delivery method including the relationship of the Owner, Engineer, and Construction Manager under this type of delivery method, and your processes and approach working with this arrangement.
- i. Your approach to developing and managing a schedule for a project of this nature, and how unexpected circumstances are managed, to minimize a potential delay to the projects.
- j. Your understanding of the City's schedule requirements for these projects and the Firm's ability to meet this schedule.
- k. Provide a draft schedule outlining your Firm's approach to providing the necessary services required for these projects, and demonstrating how your Firm will meet the City's tentative project timeline (outlined on page 5) for completion of the project. Identify if your Firm anticipates the design phase of the project being completed sooner or taking longer than the tentative project outlined on page 5. For each of the phases (outlined on page 5), identify on your draft schedule the anticipated number of meetings with the Owner team needed to complete and identify your expectation for these meetings being in-person or web-based.
- l. Additional information at your discretion which will help demonstrate your capabilities, processes, and approach towards collaborating with the City on a project of this nature, and how your services will help contribute to the success of these projects.

5. PROJECT EXPERIENCE (ONE (1) PAGE FOR EACH PROJECT LISTED)

The Candidate shall use this section to demonstrate their Team's experience having completed design and construction administration services for projects of similar scope, function, characteristics, and complexity to this proposed project.

- a. Provide references for at least three (3) and no more than five (5) projects with the same or substantially similar function, scope, content, characteristics, and complexity to these projects which will help demonstrate the Firm's experience and qualifications to lead the City on this proposed project. Provide the following information for the referenced projects:

- i. Name, address, and telephone numbers of contact persons for whom work was performed.
 - ii. The firm's personnel and their responsibilities on the project.
 - iii. Initial cost of design contract and final cost of the design contract. Explain any increase in cost.
 - iv. Initial cost of preliminary construction and final cost of construction. Explain increases/decreases to total construction costs.
 - v. Provide brief description of the project and how it relates to this proposal. Identify unique challenges or features with the design and construction of the project and how they were managed, etc. Identify any other features, systems, design elements, etc. which you feel are significant to help establish your firm's qualifications. Identify the construction delivery method used for the project.
- b. For any sub-consultants proposed to be part of the Design Team on these projects and having a significant role in the design process:
- i. Provide references for at least three (3) and no more than five (5) recently completed projects which will help demonstrate the firm's experience, expertise, and qualifications to provide the necessary services for these projects for which the sub-consultant will be responsible.

6. QUALIFICATIONS OF PERSONNEL (ONE (1) PAGE FOR EACH RESUME, ONE (1) FOR ORGANIZATIONAL CHART)

The City seeks to understand the qualifications and experience of the personnel proposed for these projects. Firms responding shall provide the following information related to personnel proposed for the project:

- a. Identify the office location of the Firm responsible for providing the services.
- b. Provide an organization chart of the proposed Team structure, clearly identifying the prime Proposer and sub-consultants expected to have major project responsibilities with these projects.
- c. Provide a summarized list of the primary firms which will make up the Design Team, including the firm name, address, phone number, and primary contact. Briefly identify each firm's expected role, responsibility, and contribution to the planning and design of the project. In order to demonstrate the firm's capability of providing the services required for these projects, identify special expertise, qualifications, and experience each firm has with design of projects with the same or substantially similar function, characteristics, and complexity. Identify if the firms which are proposed to be part of the Team for these projects have worked together on past projects. Clearly identify who will lead the project team.
- d. Provide a summarized list identifying the key personnel, organized by firm affiliation, who are to be assigned to these projects and expected to have major project responsibilities with these projects. Identify the names and titles of the personnel, and briefly identify each individual's expected role, responsibility, and contribution to the planning and design of the project, and why they are uniquely qualified for these projects.
- e. Provide resumes for the key personnel, organized by firm affiliation, who are to be assigned to these projects and expected to have major project responsibilities with these projects. The following key individuals shall be identified: Project Manager, Technical Leads (Process, Civil, Electrical, I&C, Mechanical, Structural, etc.), Treatment Process Modeling staff, Resident Project Representative, CMAR Advisor, Constructability, Permitting, and QA/QC. Identify their education and any professional registration they possess. In order to demonstrate the

individual's contribution to the organization of the Team and how it will benefit the City with these projects, identify the special expertise, qualifications, and experience the key personnel possess, with special emphasis on projects with the same or substantially similar function, characteristics, and complexity. At a minimum provide resumes for all personnel identified by item D above.

7. TEAM STRUCTURE TO MEET PROJECT SCHEDULE (TWO (2) PAGES MAXIMUM)

An important element of the consultant's submittal will be a reasonable and realistic time frame in which consulting services can be performed. Include a schedule to complete the preliminary design memorandum. Describe and outline the Firm's approach to performing the work required by this project. Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by the City's project team. Provide an outline of the schedule in a bar or Gantt chart to reflect weekly activities beginning with an assumed Notice to Proceed date of February 5, 2025.

8. STANDARD HOURLY RATES

Hourly rates must be submitted for all employment classifications for the firms' submitting qualifications. Standard rates should also be included for equipment costs and any reimbursable expenses.

9. EXHIBITS

A maximum of five (5) exhibits may be included with the proposal which will not count as pages. However, verbiage on exhibits must be kept to a minimum.

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EVALUATION AND SELECTION PROCESS

EVALUATION AND SELECTION PROCESS

As identified in the section titled “Selection Process”, the City will use a two-step process for the evaluation of all candidates and the selection of the Firm for these projects. The process will include a review of qualifications and interviews with short-listed Candidates. Submission of a statement of qualifications indicates Proposer’s acceptance of the evaluation process, criteria and methodology, and recognition that subjective judgments must be made by members of the Evaluation Committee during the evaluation process.

QUALIFICATIONS SCORING GUIDELINES

The first step in the evaluation and selection process is the evaluation of all Statements of Qualifications by the Evaluation Committee. Statements of qualifications submitted that are responsive to the requirements of this Request for Qualifications will be evaluated by members of the Evaluation Committee. Members of the Evaluation Committee will independently review and score the qualifications of each submittal based on the following criteria and point allocation:

- | | |
|--|-----------|
| 1. Management Capabilities, Approach, and Processes | 30 Points |
| Evaluate the Firm’s understanding of the project and the Scope of Services required of the project, and the Firms’ management capabilities, approach, and process for providing the required services. Consider the ability and capacity of the Team to provide exceptional service to the Owner in a collaborative working environment. Consider the Firm’s approach for regularly scheduled planning and design meetings and how the Owner team is engaged throughout this process. Consider how the key design personnel will be available for regularly scheduled project meetings and special meetings, whether in-person or web-based. | |
| 2. Personnel | 30 Points |
| Consider the experience, expertise, and background of the personnel to be assigned to these projects and having key responsibilities for the planning and design of these projects. Consider prior experience with projects having the same or substantially similar function, characteristics, complexity, etc. to that anticipated with these projects, and consider specific involvement of those persons with the referenced projects. | |
| 3. Relevant Project Experience | 20 Points |
| Consider the previous work experience and projects provided as references. Consider whether the Firm and team members demonstrate prior experience with projects substantially the same or similar to these projects. | |
| 4. Team Structure to Meet Project Schedule | 15 Points |
| Consider the City’s objective for delivery of these projects and how the Firm and team members could successfully deliver the overall project and a realistic delivery timeframe. | |
| 5. Overall Quality, Content, and Responsiveness of the SOQ | 5 Points |
| Consider whether all requested information was furnished by the Firm and in the format required as outlined in this RFQ. | |

Total Qualifications Phase Points Available	100 Points
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After each member of the Evaluation Committee has independently scored each statement of qualifications, an initial composite ranking will be developed which indicates the Evaluation Committee's collective ranking of all candidates submitting qualifications. Based upon this initial composite ranking, a short-list of the top ranked candidates will be made, and those candidates will be invited to the interview evaluation phase and given further consideration for these projects. It is anticipated the short-list will be comprised of the top two to three ranked candidates, although the City reserves the right to increase or decrease the number of candidates selected to the short-list. If in the opinion of the Evaluation Committee there is a clear and obvious choice as to the most qualified candidate based upon the information submitted in the Statement of Qualifications, the City may select the Firm for the project based upon the Evaluation Committee's collective ranking of the candidates after this initial step in the evaluation process and without conducting interviews.

STEP 2 – INTERVIEW EVALUATION

The second step in the selection process is the interview evaluation phase of the short-listed Candidates.

If in the opinion of the Evaluation Committee interviews are necessary, those Candidates selected to the short-list will be required to interview with the Evaluation Committee. Interviews with the Evaluation Committee will be conducted to further examine each Candidate's suitability for these projects. Interviews will be conducted on the date specified in this RFQ (see page 5), and all candidates selected to the short-list must be prepared to be available locally on the specified date for an interview. Candidates selected to the short-list may be requested to provide additional information to the Evaluation Committee to clarify or supplement the information provided in their Statement of Qualifications. If so requested, this additional information will be required prior to the interview.

At the conclusion of the interview phase, Evaluation Committee members will consider all information gained about the Candidates from the review of qualifications phase (step 1) and from this interview phase. The top ranked Candidate as determined by the Evaluation Committee will be identified as the preferred Firm for these projects.

City staff will report to the City Council with a recommendation as to the Firm selected for these projects. Provided the City Council concurs with the recommendation, City staff will then begin to negotiate a contract with the selected Firm. In the event a mutually agreeable contract cannot be negotiated with said Firm, staff will then enter into contract negotiations with the next highest ranked Firm, and so on until a mutually agreeable contract can be negotiated. Final contract approval will be made by the City Council.

EXHIBIT A
PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CITY OF OLATHE INSURANCE REQUIREMENTS

- A. Insurance.** Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:
1. **Commercial General Liability:** City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.
Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.
 2. **Business Automobile Insurance:** City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.
Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000. Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.
 3. **Worker's Compensation and Employer's Liability:** Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.
Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee
 4. **Professional Liability:** Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.
Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000
 5. **Cyber Insurance:** If Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.
Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000
- B. Exposure Limits.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.
- C. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.

D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.

F. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.

Capital Improvement Plan

Olathe, KS

Project # FEWQWOWD
 Project Name Cedar Creek WWTP Expansion Phase II (BNR)

Total Project Cost	\$35,136,700	Contact	Sabrina Parker
Department	Infrastructure	Type	Capacity
Category	Wastewater	Status	Active
Legacy Number	1-C-013-XX		

Description

This project will increase the capacity at the Cedar Creek Wastewater Treatment Plant from 7.75 MGD to 11.25 MGD. This expansion will include one biological nutrient removal train, one clarifier and all necessary modifications to the current plant to accommodate the additional treatment train.

Justification

The plant expansion is needed to keep up with the current and future growth in the Cedar Creek Sanitary Sewer Basin. Additional treatment capacity is needed to serve development demands and to ensure continued compliance with future regulatory requirements.

Expenditures	2025	2026	2027	2028	2029	Total
Construction	0	10,905,000	11,340,000	0	0	22,245,000
Contingency	0	2,181,000	2,268,000	0	0	4,449,000
Design	3,916,000	0	239,000	0	0	4,155,000
Inflation	191,000	1,396,000	1,577,000	0	0	3,164,000
Inspection	0	381,700	397,000	0	0	778,700
Staff	65,000	65,000	65,000	0	0	195,000
Utilities	0	150,000	0	0	0	150,000
Total	4,172,000	15,078,700	15,886,000	0	0	35,136,700

Funding Sources	2025	2026	2027	2028	2029	Total
Revenue Bonds	246,000	15,078,700	11,886,000	0	0	27,210,700
SDF	0	0	4,000,000	0	0	4,000,000
Water & Sewer Fund	3,926,000	0	0	0	0	3,926,000
Total	4,172,000	15,078,700	15,886,000	0	0	35,136,700

Capital Improvement Plan

Olathe, KS

Project # 880KCZWX
 Project Name Cedar Creek WWTP Solids Handling Rehabilitation

Total Project Cost	\$34,920,000	Contact	Sabrina Parker
Department	Infrastructure	Type	Rehabilitation/Replacement
Category	Wastewater	Status	Active
Legacy Number	1-C-025-XX		

Description

In 1985, the gravity thickener and solids holding cells were installed at Cedar Creek Wastewater Treatment Plant (CCWWTP), providing the City the ability to thicken and land apply solids. In 2004, a dewatering building was constructed to allow the City to haul solids to the landfill since the City outgrew the land requirements necessary for land application. This project will include the replacement of aging 1985 equipment and the addition of new solids handling equipment that is necessary to meet future capacity needs. The preliminary design phase of the project will evaluate alternatives and provide updated cost estimates for this project.

Justification

This project includes the replacement of aging equipment and the installation of new solids thickening and storage equipment. This expansion will allow the City to increase the processing of solids to meet future capacity needs. The project will also provide redundancy that currently does not exist, since the facility currently has only one gravity thickener and sludge storage capacity of only 5 days.

Expenditures	2025	2026	2027	2028	2029	Total
Construction	7,000,000	7,697,000	7,460,000	0	0	22,157,000
Inflation	1,143,000	1,941,000	2,585,000	0	0	5,669,000
Contingency	1,050,000	1,155,000	1,119,000	0	0	3,324,000
Inspection	604,000	664,000	644,000	0	0	1,912,000
Design	525,000	578,000	560,000	0	0	1,663,000
Staff	65,000	65,000	65,000	0	0	195,000
Total	10,387,000	12,100,000	12,433,000	0	0	34,920,000

Funding Sources	2025	2026	2027	2028	2029	Total
Revenue Bonds	9,862,000	10,022,000	10,373,000	0	0	30,257,000
SDF	0	1,500,000	1,500,000	0	0	3,000,000
Water & Sewer Fund	525,000	578,000	560,000	0	0	1,663,000
Total	10,387,000	12,100,000	12,433,000	0	0	34,920,000

Capital Improvement Plan

Olathe, KS

Project # 3A409C8E
 Project Name Super Critical Water Oxidation Pilot

Total Project Cost	\$5,658,000	Contact	Sabrina Parker
Department	Infrastructure	Type	Improvement
Category	Wastewater	Status	Active
Legacy Number	1-C-019-XX		

Description

Poly- and perfluoroalkylated substances (PFAS) have become an increasing concern within the water and sewer industry. EPA has released a Joint Principles for Preventing and Managing PFAS in Biosolids guidelines. This project will include the piloting of a Super Critical Water Oxidation (SCWO) unit that will destroy PFAS in the biosolids.

Justification

PFAS are urgent public health and environmental issues facing all communities within the United States. These harmful chemicals have been used for decades in products and industries since the 1940s and persist in the environment. These chemical compounds enter the waste stream via Industrial and even Domestic sources. The only proven method for PFAS destruction is with SCWO. Other technologies have been proven to capture the PFAS compounds but not destroy them.

Expenditures	2025	2026	2027	2028	2029	Total
Construction	1,200,000	2,340,000	0	0	0	3,540,000
Contingency	240,000	468,000	0	0	0	708,000
Inflation	198,000	481,000	0	0	0	679,000
Design	468,000	0	0	0	0	468,000
Inspection	0	176,000	0	0	0	176,000
Staff	22,000	65,000	0	0	0	87,000
Total	2,128,000	3,530,000	0	0	0	5,658,000

Funding Sources	2025	2026	2027	2028	2029	Total
State Revolving Fund	2,500,000	1,004,000	0	0	0	3,504,000
Revenue Bonds	2,128,000	26,000	0	0	0	2,154,000
Total	4,628,000	1,030,000	0	0	0	5,658,000

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY _____

SRF PROJECT NO. _____

CONTRACTOR'S

SIGNATURE _____

TITLE _____

DATE _____

_____ KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any SRF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.