REQUEST FOR QUALIFICATIONS & PROPOSAL

Monroe County Water Authority



Lee Road Booster Pumping Station Electrical and HVAC Improvements

February 16, 2024

Monroe County Water Authority 475 Norris Drive Rochester, New York 14610

ENG File 22-S07

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (Authority) is soliciting Statements of Qualifications and Fee Proposals (together referred to as "Proposal") from consultants to provide professional engineering services for the design and construction of electrical and heating, ventilating, and air conditioning (HVAC) system improvements at the Lee Road Booster Pumping Station (BPS) located at 795 Lee Road in the Town of Greece, New York. Specific services to be provided are outlined herein. Prospective Proposers must offer a Proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Qualifications and Fee Proposal (RFQ/P).

In responding to this RFQ/P, Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing the Authority with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the Authority's review and evaluation process.

1.2 **RFQ/P** Procurement Officer

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ/P includes and imposes certain restrictions on communications between a Governmental Entity (i.e., Authority) and Bidder/Offerer during the procurement process. The Procurement Officer identified below is the sole point of contact regarding this RFQ/P from the date of issuance until award of the contract:

Chris J. LaManna, P.E. Director of Production and Transmission Shoremont Water Treatment Plant 4799 Dewey Avenue Rochester, New York 14612 Email: <u>christopher.lamanna@mcwa.com</u>

1.3 Presentation and Clarification of Authority's Rights and Intentions

The Authority intends to enter into a contract with the selected Proposer to supply the services described in Section 2. However, this intent does not commit the Authority to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The Authority reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFQ/P if it is in the best interest of the Authority to do so; (b) award one or more contracts to one or more qualified Proposers if necessary to achieve the objectives of this RFQ/P (and if it is in the best interest of the Authority to do so).

1.4 Pre-Proposal Meeting

A pre-proposal meeting and site visit will be held at the Lee Road BPS (795 Lee Road, Rochester) on **Friday February 23, 2024 at 9:00 a.m**. As this is a secure facility, anyone intending on entering the facility must be pre-registered by contacting the Procurement Officer via email at <u>christopher.lamanna@mcwa.com</u> no later than February 22, 2024.

1.5 Schedule

The schedule of events for this RFQ/P process is anticipated to proceed as follows:

- Pre-proposal meeting and site visit: February 23, 2024.
- All requests for RFQ/P clarification must be submitted in writing to the Procurement Officer at the email address provided in Section 1 and received no later than 3:00 p.m. EST on March 1, 2024.
- As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ/P, which will be issued by the Authority no later than March 8, 2024.
- Proposal submissions must be received by <u>3:30 p.m. EST on March 18, 2024</u> at the address shown in Section 3.1. The right to withdraw will expire on this time and date.
- Selection of the Consultant and Notice of Award: by April 8, 2024.

1.6 Overview of the Organization

The Authority provides a high quality, safe and reliable water supply, in a financially responsible manner. It was created by New York State legislation in 1950 to solve the water supply needs of this community. In 1959 the Authority assumed the assets of the private New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the Authority's service area has steadily grown. Today, we serve over 189,600 customers in every town and village in Monroe County plus towns, villages and other water authorities in each of the five adjacent counties. The average daily demand is approximately 60 million gallons per day (mgd). The finished water produced and supplied by the Authority's system serves approximately 786,000 people on a combined retail and wholesale basis.

The Authority's system infrastructure includes its main operations center, meter shop, three water treatment plants, 48 remote pumping stations; 54 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.

For additional information on the Authority, go to <u>www.mcwa.com</u>.

1.7 Existing Conditions

The Lee Road BPS was originally constructed in 1961 and included double ended General Electric metal-clad medium voltage (MV) switchgear and four MV pumps located on the main floor of the BPS. The original electrical supply consisted of two 4160V circuits (#2509 and #2525) feeding the MV switchgear. Circuit #2509 supplied power for Pump Nos. 1 and 3 and circuit #2525 supplied power to Pump Nos. 2 and 4. Both circuits were separated by a tie breaker. A diesel engine was also installed and coupled to Pump No. 2 as a backup drive in the event of a power outage. (This engine is currently out-of-service and decoupled from Pump No. 2).

Various electrical and pumping improvements were completed in 1991. The 4160V circuit #2509 was changed to circuit #784 and upgraded to a 34.5kV electrical service by the utility company, Rochester Gas & Electric (RG&E). The 34.5kV service terminated in outdoor MV Powercon switchgear equipment that contains a utility primary switch section, utility metering section, and Authority fused switch section. The 34.5kV service feeds a 34.5kV/4160V pad mounted rapid transformer with secondary fused switch. The transformer feeds one side of the MV switchgear inside the BPS. The 4160V circuit #2525 service is terminated on the other side of the MV switchgear inside the BPS with a utility meter. An additional pump (No. 5) was also installed. Based on these upgrades, the 34.5kV circuit #784 became the primary electric service for the BPS with the 4160V circuit #2525 dedicated for emergency use only due to demand charges. Accordingly, the tie breaker switch in the MV switchgear is normally closed. RG&E must be involved when switching service from the primary circuit #784 to the emergency backup circuit #2509 and vice versa.

In 2003 an Allen-Bradley/Rockwell Automation 4160V variable frequency drive (VFD) was installed for Pump No. 5. Sometime after 2003, Pump Nos. 1 and 4 were also upgraded including installation of new dry-type 4160V/480V transformers, Schneider Electric QE 480V switchboards, 480V motors, and VFDs. The switchboard has kirk key interlock breakers that provide redundancy with portable generators in the event of loss of utility power for extended periods of time.

Most recently in 2019 a Cummins 480V 800kW diesel fuel standby generator was installed for redundancy and can provide power to run Pump Nos. 1 and 4 through manual transfer switches. In addition there is a Cummins 208V 35kW natural gas generator to provide house power in the event of a utility outage.

In April 2021, the Pump No. 2 4160V motor failed and was unable to be repaired. The Authority has procured a new 480V motor and VFD for Pump No. 2. The new motor was installed by Authority personnel in February 2024. The new VFD will be installed by Authority personnel in conjunction with this Project.

In January 2022, there was a fault on RG&E's 34.5kV primary switch section in the outdoor switchgear that damaged the switch, which is no longer operable. As a short-term repair RG&E connected the 34.5kV circuit #784 directly to the metering section. Per RG&E requirements; however, the 34.5kV outdoor switchgear equipment must be replaced in its entirety. It's anticipated that the 34.5V/4160V transformer should also be replaced on its age and condition.

A summary of the pumps currently in operation at the BPS is presented below:

- Pump No. 1: 500 hp, 480V motor with VFD
- Pump No. 2: 400 hp, 480V motor (currently out of service)
- Pump No. 3: 500 hp, 4160V motor
- Pump No. 4: 400 hp, 480V motor with VFD
- Pump No. 5: 700 hp, 4160V motor with VFD

The MV switchgear is over 60 years old and has exceeded its design service life. Equipment replacement parts are difficult to obtain or no longer available.

Heating, ventilating, and cooling at the BPS is provided by a 16,000 cfm air handling unit AHU-1, which was installed in 1992, and is equipped with hot water, cold water, and dx-evaporator coils. The hot water coil is supplied by a natural gas boiler located in the basement. The cold water coil is supplied by the pumped water with supply and return connections to the existing discharge and suction side of the pump headers located in the basement. The dx-evaporator coil is charged with R-22 refrigerant (no longer manufactured) with an outdoor condenser unit.

1.8 Preliminary Proposed Improvements

An evaluation of the existing electrical distribution equipment and outdoor switchgear was conducted by Erdman Anthony and completed in June 2022 entitled Lee Road BPS Electrical Evaluation (Evaluation Report). The evaluation included an assessment of alternatives and recommendations for improvements. A summary of the proposed electrical improvements presented in the Evaluation Report is presented below:

- Replace the backup 4160V service (circuit #2525) with a new 34.5kV service (to be confirmed with RG&E).
- Convert the electrical distribution system from 4160V to 480V.
- Replace the 34.5kV outdoor switchgear equipment with two new sets of switchgear to accommodate dual 34.5kV services. The feeder switches on the 34.5kV gear would each feed new 2,500kVA exterior oil filled pad mounted 34.5kV to 480V/277V transformers. The transformers will feed either end of a new 480V double ended switchboard. Due to extensive lead time, consider procurement of the exterior switchgear equipment in advance of the construction project to facilitate schedule.
- Replace the existing 34.5kV and 4160V switchgear inside the BPS with a new 480V, 3000A double ended switchboard with fixed 3000A mains, 3000A tie breaker, and distribution breakers.
- Replace the 4160V motor for Pump No. 3 with a new 480V motor and install a new 480V VFD.
- Replace the 4160V motor and VFD for Pump No. 5 with a new 480V motor and VFD.
- Install a new 75kVA 480V-208V/120V transformer to refeed the existing MCC and connected to a new feeder in the 480V switchboard.
- Remove the existing 500kVA 4160V-480V transformers feeding Pump Nos. 1 and 4, the 112.5kVA 4160V-480V/277V transformer for CU-1, and the 75kVA 4160V-208V/120V transformer feeding the MCC. Install new feeders from the new 480V switchboard to Pump Nos. 1, 2 and 4, and CU-1.

Other proposed improvements include:

- Replace existing HVAC equipment including air handling unit AHU-1, boiler, ventilating equipment, and associated equipment and appurtenances.
- Remove and dispose of the existing out of service diesel engine that is currently decoupled from Pump No. 2.

1.9 Record Information

The following record information for the Lee Road BPS is available for inspection by the Proposer. Please contact the Procurement Officer to schedule an appointment to view the documents at the Shoremont Water Treatment Plant, 4799 Dewey Avenue, Rochester, NY 14612. Copies of available record information will be provided to the selected Consultant.

- Evaluation Report;
- Record construction drawings including one-line diagrams; and
- Switchgear preventative maintenance reports.

SECTION 2 –SCOPE OF SERVICES

2.1 Scope of Work - General

Presented in this Section is a description of the tasks, scope of work, and deliverables required to be completed for the Project. The Proposer is encouraged to expand upon this scope of work and present additional detail delineating its proposed approach to the project. General requirements to be provided in all tasks as part of the scope of work are presented below:

- 1. Prepare minutes of all meetings and distribute via email to all attendees within five days of the meeting.
- 2. Submit draft version of all technical memoranda and reports to the Authority for review in PDF format. Submit final versions within two weeks of receipt of review comments from the Authority. Submit one original paper copy and one PDF version.
- 3. All final design reports, drawings, and other documents shall be signed and sealed by NY PE.

Additionally, the design of proposed improvements shall consider the following key aspects:

- The new service switchgear shall accommodate two 34.5kV services from RG&E;
- All pumps shall be able to operate from either of the 34.5kV services;
- Each 34.5kV service shall have the ability to accommodate four pumps operating at a single time given the potential future load on the BPS, including one 700hp and one 500hp pumps;
- Maximize redundancy in the electrical improvements; and
- Construction sequencing is a high priority when considering design of improvements to minimize temporary shutdowns of the BPS.

Additional tasks may be required. If necessary, the Authority will request a specific scope of services and proposed fee from the Consultant as appropriate.

2.2 Task 1: Project Initiation

Under this task, the Consultant shall conduct a project kickoff meeting with Authority personnel. The purpose of the project kickoff meeting will be to introduce the project team and roles; establish lines of communication; review the project scope of services, goals, and deliverables; review the project schedule; and conduct initial site visit to the Lee Road BPS. Prior to the meeting, the Consultant shall submit a request for record documents and other available information as necessary to complete the work.

2.3 Task 2: Preliminary Design

Under this task, the Consultant shall prepare a preliminary design of improvements to the electrical and HVAC equipment and associated system components.

- 1. Review the Evaluation Report and confirm the recommended electrical improvements and propose any additional or differing recommendations. Submit a technical memorandum presenting the results of the review.
- 2. Evaluate the existing HVAC equipment, controls, and other system components and prepare recommendations for improvements.
- 3. Prepare recommendations for improvements to the electrical system equipment and components.
- 4. Conduct additional site visits as required.
- 5. Evaluate alternatives for proposed improvements as applicable.
- 6. Prepare a Preliminary Design Report that includes the following, at a minimum:
 - a. Results of all evaluations and inspections conducted including alternatives analyzed;
 - b. Recommendations for improvements;
 - c. Recommendations for procurement of select electrical equipment, including the exterior electrical switchgear at a minimum, in advance of the construction project to expedite schedule;
 - d. Proposed basis of design for the preferred improvements;
 - e. Necessary calculations, plans, sketches, and one-line diagrams;
 - f. Proposed construction sequence;
 - g. Opinion of probable project costs; and
 - h. Updated project schedule through construction of improvements.

Submit draft Preliminary Design Report and conduct workshop to obtain the Authority's review comments. Submit final Preliminary Design Report within two weeks following review workshop.

2.4 Task 3: Equipment Procurement

Based on the information presented in the Evaluation Report, it is anticipated that obtaining the exterior switchgear equipment will require an extensive lead time. In order to facilitate the overall schedule for implementation of the electrical improvements, the Consultant shall assist with procurement of the exterior switchgear equipment (and any other electrical equipment recommended by the Consultant) by the Authority in advance, to be installed by the construction contractor. The Consultant shall coordinate with RG&E and prepare technical specifications and bid documents for the procurement of exterior switchgear equipment. Consultant shall also review shop drawings of the equipment.

2.5 Task 4: Final Design

Final Design will provide the preparation of bid documents (including drawings and project manual) suitable for competitively bidding the project. Design drawings and specifications shall be included in the bidding documents with sufficient detail to establish the technical requirements of the project. Consultant shall provide Authority

a minimum of two weeks following each review submittal for preparation of its review comments.

2.5.1 Survey & Mapping

The Consultant shall utilize existing record drawings, planimetric, topographic, and utility maps and surveys, as available. The Consultant shall conduct additional topographical survey and on-site field verification as necessary to prepare complete base drawings and mapping required to prepare final design.

2.5.2 Soils & Subsurface Investigations

The Consultant shall accumulate and review available information about the site including bore logs and associated reports that the Authority possesses, geological references, and visits to the sites to observe soil, rock and water features exposed at the ground surface. Based on the available information, assess preliminary foundation design and earthwork related construction requirements for the project, if sufficient information exists to make such assessments. If sufficient data is not available, the Consultant shall recommend and provide a program of subsurface investigations and laboratory testing to obtain the required data.

2.5.3 Permits

Included in this phase is the preparation of Permit applications, including all requisite supporting documentation for the Project. Permits shall include those required by Federal, State and Local regulations. It is anticipated that final design documents will be submitted to NYSDOH for review and approval. Prior to contacting any administrative regulatory agency or entity, the Consultant will obtain Authority approval. Consultant shall provide the Authority with the required number of copies of submittal documents for all Permits. Submittals for Permits shall be made by the Authority. The Authority will pay all fees and charges associated with obtaining Permits.

2.5.4 Design for Installation of New Pump No. 2 VFD

The Authority previously procured a new 500hp 480V motor and VFD for Pump No. 2. Authority personnel installed the new motor in February 2024. Consultant shall prepare design drawings for the installation of the new VFD for Pump No. 2. Design shall be coordinated with the design for the overall improvements. It is anticipated that the Authority will utilize its term electrical maintenance contractor to assist with installation of the new VFD for Pump No. 2 later in 2024. Submit draft 75% complete design drawings to the Authority for review. Conduct review workshop within two weeks to obtain Authority review comments. Submit final design drawings within three weeks of review workshop.

2.5.5 Bid Documents

Prepare bid documents (including drawings and project manual) suitable for public bid of the project. Include design drawings and specifications in the bid documents with sufficient detail to establish the technical requirements of the project. Provide the Authority a minimum of two weeks following each progress submittal for preparation of its review comments. Requirements for preparation of final design and bid documents is outlined below:

- 1. Design Coordination and Review Meetings
 - Conduct monthly progress conference calls or on-site meetings
 - 60% Design Submittal review workshop
 - 95% Design Submittal review workshop
 - 100% Design Submittal review videoconference
- 2. Specifications
 - Front-end documents including advertisement, instruction to bidders, agreement, general conditions, supplemental conditions; and technical specifications including the Authority's standard specifications as applicable. Authority will provide its standard specifications to Consultant in Word.doc format.
 - Technical specifications and bid items shall follow Authority's standard format.
- 3. 60% Design Submittal shall consist of a set of well-coordinated documents that clearly communicate the design approach and intent for all disciplines. The 60% Design Submittal shall include the following:
 - Draft Technical Specifications and Supplemental Conditions (three paper copies and PDF);
 - Draft 60% complete design drawings (three full-size sets and PDF);
 - Updated opinion of probable project costs and project schedule; and
 - 60% Design Submittal review workshop.
- 4. 95% Design Submittal shall include the following:
 - Complete set of draft 95% complete Bid Documents including all drawings and specifications (three paper copies, full-size sets of drawings, and PDF);
 - Updated opinion of probable project costs and project schedule; and
 - 95% Design Submittal review workshop.
- 5. 100% Design Submittal shall include the following:
 - Complete set of 100% complete Bid Documents including all drawings and specifications in PDF;
 - Final as-bid opinion of probable project costs and project schedule; and
 - 100% Design Submittal review videoconference to discuss final Authority review comments.
- 6. Final complete set of Bid Documents incorporating all of the Authority's review comments and suitable for advertisement for public bids.

2.6 Task 5 - Bid Phase

After written authorization to proceed with the Bidding Phase, the Consultant shall furnish the Authority with up to twenty (20) sets of full-size plans, six (6) sets of half-size plans, and twenty-six (26) specification books for each Contract for the purpose of issuing to prospective bidders. The Consultant shall prepare and distribute addenda

to all holders of bid documents for interpretation and clarification of the bidding documents as required.

The Authority shall advertise for proposals from bidders, distribute the appropriate bid documents to the bidders, open proposals at the appointed time and place, and pay all costs incidental thereto.

The Consultant shall attend bid openings, evaluate bids, proposals and bidder's qualifications in accordance with Authority procedures, and prepare a formal recommendation for award.

2.7 Task 6 - Construction Phase

The Construction Phase shall be considered to have begun immediately after the Contract(s) has been awarded by the Authority and the Authority has provided the Contractor and Consultant with written authorization to proceed with the Construction Phase. During this phase the Consultant shall act as the construction contract manager/administrator, shall advise the Authority, act as the Authority's representative at the Project site, issue all instructions of the Authority to the Contractor and perform the tasks listed in this section.

1. Shop Drawings and Technical Review

Check and approve samples, catalog data, schedules, shop drawings, operation and maintenance manuals, laboratory reports, testing reports, shop and mill tests of materials and equipment, progress data and time charts, and other data that the Contractor is required to submit, for conformance with the design concept of the Project and compliance with the information given by the Contract Documents. Assemble and obtain all written guarantees required by the Contract Documents from the Contractor and deliver the same to the Authority. Provide the Authority with one electronic set of reviewed and processed shop drawings and other submittals in PDF, including a log or index, at the time the Project is substantially complete.

2. Prepare Payment Estimates

Based on on-site observations as an experienced and qualified professional, and on review of the Contractor's applications for payment, the Consultant shall determine the amount owing to the Contractor and recommend payment in writing. Recommendation shall constitute a representation to the Authority based on such observations, review and the data comprising such applications, that, to the best of Consultant's knowledge information and belief, the Contractor's work has progressed to the point indicated, the quality of such work is substantially in material compliance with the Contract, subject to the results of any subsequent test(s) called for in the Contract Documents and any qualifications stated in Consultant's approval. By recommending any payment, GHD shall not make any examination to ascertain how and for what purpose Contractor has used the monies paid on the Contract or determine if any labor, materials or equipment provided to the Owner and covered by the application is free and clear of any liens, claims or security interest or encumbrances. 3. Meetings

Attend pre-construction conference and bi-weekly construction progress meetings and notify those expected to attend in advance. Maintain and distribute copies of minutes of the progress meetings and pre-construction conference. Arrange and schedule bi-weekly progress meetings with the Authority, Contractor and Resident Project Representative (RPR). Consultant anticipates the RPR will coordinate and attend bi-weekly progress meetings through the duration of the Project and that additional engineering personnel will attend up to 10 meetings as needed.

4. Scheduling

Review the construction schedule prepared by the Contractor for compliance with the Contract Documents and provide written comments concerning its acceptability. Review and comment on monthly updates. Provide Authority with copies of initial and subsequent updates.

5. Clarification, Modifications and Change Orders

Prepare design clarifications and other routine supplementary information, and respond to requests for information. Provide preparation and administration of modifications, claims, and change orders, as required. Coordinate permit revisions with regulatory agencies if needed to reflect any revisions to Project after regulatory agency issuance.

6. Resident Project Representation

Provide an RPR on the site during the time the Work is progressing on the Project. Coordinate with the Authority to verify when onsite representation is needed and provide an RPR during those times. A total of 1,200 hours are budgeted for RPR. Consistent with their other obligations hereunder, the RPR will be responsible to see that the Contractor undertakes their work in material compliance with the Contract Documents and will keep the Authority informed of the progress of such work. The RPR will use their best efforts to guard the Authority against defects and deficiencies in the Contractor's project work and may recommend disapproval of such work that fails to conform to the Contract Documents. The Consultant shall not be responsible for selecting the Contractor's means, methods, and techniques of performing the Contractor's work. It is not intended by this paragraph to relieve the Consultant, their employees, agents, sub-contractors and consultants, from responsibility for their own acts or failure to act which might contribute to the Contractor's failure to perform. The RPR shall:

- a. Serve as the Authority's liaison with the Contractor.
- b. Cooperate with the Contractor in their dealings with the various agencies having jurisdiction over the Project in order to maintain continuity of the Project.
- c. Obtain from the Authority additional details or information when required at the job site for proper execution of the Work.

- d. Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all addenda, change orders and additional Drawings issued subsequent to the award of the Contract, the Authority and/or Consultant's interpretations of the Contract Documents, progress reports and other Project related documents.
- e. Keep a diary or log book of daily reports, recording hours (time of day) on the job site, weather conditions, list of visitors, daily activities, decisions, and observations in general, and specific procedures. A copy of this record is to be provided to the Authority at the Project's end and if requested, during the Project.
- f. Record names, addresses and telephone numbers of all parties involved in the Project such as officials of the Authority and the public agencies involved, contractors, sub-contractors and major material suppliers. Provide a copy to the Authority and update as changes occur.
- g. Maintain a set of Drawings and a Field Book on which authorized changes are noted that are to be available for review and used by the Consultant to prepare the "as built" Drawings, which are to be delivered to the Authority upon completion of the Project. As-built drawings shall include adequate ties for all pipeline appurtenances.
- h. When required, obtain from the Contractor their list of suppliers and subcontractors.
- i. Receive reviewed shop drawings and other submissions; record data received; maintain a file of such drawings and submissions; and check construction for compliance with them.
- j. Alert the Contractor's field superintendent when the RPR observes materials or equipment being installed before review of shop drawings or samples, where such are required, and advise the Authority and/or the Consultant when the RPR believes it is necessary to disapprove any work of the Contractor as failing to conform to the Contract Documents.
- k. Confirm Contractor has set adjustable parameters as required by the Contract Documents. Verify tests, including equipment and systems start-up that are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof. Observe, record, and report to the Authority and/or the Consultant appropriate details relative to the test procedures and start-ups.
- 1. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Authority and the Consultant.
- 7. Reports

Furnish the Authority weekly inspection reports of progress of the Project and the Contractor's compliance with the approved construction schedule. Consult with the Authority in advance of scheduled major tests, shut-downs, reductions in capacity, or important phases of the Project. Furnish the Authority with monthly budget status reports for all components of the project. Status reports to include original contract amounts, modifications, variations in unit prices, claims and additional services.

8. Guarantees, Certificates, Maintenance and Operation Manuals

During the course of the Contractor's work, assemble guarantees, certificates, manuals and other required data to be furnished by the Contractor and, as soon as practicable but not later than acceptance of the Project, deliver this material to the Authority. Provide one electronic set of reviewed operation and maintenance manuals, test reports, and other submittals at the time the Project is substantially complete.

9. Punch-List

Prior to final inspection, and with input from the RPR, submit to the Contractor a list of observed items (commonly referred to as a "punch list") requiring correction and verify that each correction has been made. Conduct a preliminary final inspection in the company of the Authority and the RPR and prepare a final punch list of items to be corrected. Verify that all items on final punch list have been corrected and make recommendations to the Authority concerning acceptance.

10. Final Inspection; Commissioning & Testing

Conduct, in company with the Authority, a final inspection of the Project for conformance and compliance with the Contract Documents before the final payment to the Contractor. Certify that all construction work has been satisfactorily completed in accordance with the Contract Documents. The Consultant shall also ascertain that appropriate Project performance tests and requirements of all agencies having Permit approval status have been complied with so that the Authority can be assured that the Project will operate and perform as intended.

11. Record Drawings

Based on marked up record drawings provided by the Contractor, furnish the Authority, within four weeks after receipt of record information from the Contractor, one set of original reproducible Record Drawings. Also provide AutoCAD files and one set of Record Drawings in PDF.

12. Limitations of Consultant's Authority

Except upon written instructions from the Authority, the Consultant:

- a. Shall not authorize any material deviation from the Contract Documents.
- b. Shall not undertake any of the responsibilities of the Contractor, the subcontractor, or the Contractor's field superintendent.
- c. Shall not expedite the work for the Contractor's work.
- d. Shall not advise on or issue directions relative to any aspect of a construction technique or sequence unless a specific technique or sequence is called for in the Contract Documents.

- e. Shall not authorize the Authority to occupy the Project in whole or in part prior to final acceptance of the Work and the Project.
- f. Shall not participate in specialized field or laboratory tests other than as an observer.
- g. Unless the Consultant specifically undertakes duties and responsibilities for coordination, supervision or safety of the work or the workplace, the Consultant has no duty, express or implied, to supervise the work on the project or to provide safety of persons in any way involved with the work or for the public at large. The Consultant is not intended to be the agent of the Authority or the Contractor within the definition of agent as used in paragraphs 240 and 241 of the New York State Labor Law."

2.8 Preliminary Project Schedule

A preliminary schedule for completion of the Project is presented below:

٠	Project Kickoff Meeting/Initial Site Visit:	By April 26, 2024.
٠	Equipment Procurement Documents:	By June 28, 2024.
•	Preliminary Design:	By July 15, 2024.
•	Design for Installation of Pump No. 2 VFD:	By July 15, 2024.
•	Final Design/Bid Documents:	By December 31, 2024.
•	Bid Phase	January-February 2025.
•	Construction Phase	March 2025 – March 2026.

SECTION 3 - SPECIFIC REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Fee Proposal

- **A. Separate Submittals:** Proposer shall submit a) Statement of Qualifications and b) Fee Proposal. They are to be submitted as a single document in a sealed and appropriately labeled envelope.
- **B.** Acceptance Period and Location: To be considered, Proposers must submit a complete response to this RFQ/P. Proposers not responding to all information requested in this RFQ/P or indicating exceptions to those items not responded to may have their Proposal rejected.

The sealed Proposal must be received at the address below on or before the time specified in Section 1. Requests for extension of the submission time or date will not be granted.

All Proposals must be received in a sealed envelope clearly labeled "Statement of Qualifications and Fee Proposal" and marked with the Project Name, due date, and time. Proposals submitted via delivery service (such as FedEx or UPS) must be addressed to "Chris LaManna, P.E. – Proposal" with instructions to **Deliver to Bid Box located at Employee Entrance, Door #19.** (Proposers submitting via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the document). <u>U.S.</u> **Postal Service mail delivery is NOT an acceptable means for delivery to this location. Proposals submitted via US Postal Service will be returned unopened**.

> Attn: Chris J. LaManna, P.E. Lee Road BPS Electrical and HVAC Improvements Statement of Qualifications and Fee Proposal 475 Norris Drive Rochester, New York 14610

There will be no public opening of the Proposals.

- **C. Required Copies:** Proposers must submit one (1) signed original and three (3) copies each of the Proposal. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign fee proposals.
- **D. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFQ/P. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Proposer complies" or "Proposer understands" should be avoided.

E. Public Disclosure: The Proposer acknowledges that all materials not marked confidential or proprietary, shall be subject to public disclosure as may be required per applicable regulations or laws.

3.2 Clarification of RFQ/P and Questions

Questions that arise prior to or during Proposal preparation must be submitted **in writing via email** pursuant to instructions in Section 1 of this RFQ/P. As per NYS Finance Law, no contact will be allowed between the Proposer and any other member of the Authority with regard to this RFQ/P during the procurement process unless specifically authorized in writing by the RFQ/P Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.3 Addenda to the RFQ

In the event it becomes necessary to revise any part of this RFQ/P, addenda will be provided to all that received the RFQ/P. An acknowledgment of such addenda, if any, must be submitted with the RFQ/P response.

If the RFQ/P was downloaded from the www.MCWA.com website and it was not received directly from the Authority then prospective Proposer is not on a list to receive any addenda. It is the Proposers responsibility to confirm whether or not any addenda were issued.

3.4 Organization of Statement of Qualifications

This section outlines the information that must be included in your Qualifications Statement. Please respond with your information in the same order as the items in the section.

- **A. Transmittal Letter:** Provide a letter of transmittal that summarizes key points of the submittal and is signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the submittal. Include a telephone number and e-mail address for the Proposer's contact person.
- **B. Table of Contents:** Include a Table of Contents at the beginning, which clearly outlines the contents of the Proposal.
- **C. Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees.
- **D. Experience and Qualifications:** Describe a minimum of five engagements of similar scope that best demonstrate the company's (and subconsultants as appropriate) qualifications to undertake all aspects of the work.
- **E. Project Team:** Provide a description of the project team's organization and roles, including proposed subconsultants. List the specific project team members, including resumes. Please note Authority places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable. Indicate the office location for each team member.

- **F. Project Approach and Scope of Services.** Describe in detail your approach to management of the project, including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms. Describe in detail your proposed approach for completion of the project, including your proposed scope of services to complete each of the required tasks.
- **G. Value Added Services/Benefits:** Describe any value added services your company will provide as part of this contract and any specific benefits to Authority as a result of this partnership.
- **H. References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
 - a. Name and address of the client;
 - b. Name and telephone number of contact person;
 - c. Summary of the services provided.
- **I. Procurement Form:** Include the procurement disclosure form contained in Section 4.

3.5 Fee Proposal

The Proposer's Fee Proposal is to include a full description of the proposed method of compensation and the proposed charges. Provide a clear delineation of what is included in each billable component of the proposal. Provide a breakdown of labor hours, rates, direct expenses, and subconsultants for each task. Compensation for the Project will be on a time and materials not-to-exceed basis.

At this time, the Authority is requesting the following tasks be included in the Proposer's Fee Proposal:

- Task 1 Project Initiation;
- Task 2 Preliminary Design;
- Task 3 Equipment Procurement;
- Task 4 Final Design; and
- Task 5 Bid Phase.

In addition, the Fee Proposal shall include only proposed 2025 and 2026 labor rates for all labor categories (including RPR) for Task 6 – Construction Phase.

3.6 Method of Evaluation and Selection

- **A. Evaluation Committee:** Selected personnel from Authority will form the evaluation committee for this RFQ/P. It will be the responsibility of this committee to evaluate all properly prepared and submitted Statements of Qualifications and Fee Proposals and make a recommendation for award.
- **B. Evaluation and Selection Criteria**: All properly prepared and submitted Statements of Qualifications and Fee Proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with

whom a contract may be signed. Evaluation of the Statements of Qualifications and Fee Proposals will consider several factors, each of which has an impact on the relative success of the Proposer to provide the services as outlined in Section 2. Responses to this RFQ/P will be evaluated according to the following criteria. The following is a summary of the proposal evaluation criteria. It is within the Authority's sole discretion to determine the value assigned to each of these criteria.

- 1. **Project Approach and Scope of Services**: The Proposer's understanding of the needs of the Authority as demonstrated by its description of its approach to the elements listed in the Scope of Services section of this RFQ/P. Particular attention will be paid to the Proposer's approach to achieving the objectives of the Project listed in Section 2.1 and any unique or innovative approaches proposed in achieving them.
- 2. **Experience and Qualifications**: The Proposer's relevant experience in providing the same or similar services will be evaluated, including the specific experience of individual members of the proposed project team.
- 3. **Fee Proposal:** The Proposer's Fee Proposal is important to the Authority, however, based on the evaluation of the other criteria, the Authority may not select the proposer with the lowest cost.
- 4. **Other Criteria/Value Added Services**: Other criteria, including value added services, will be considered and evaluated by the Authority.
- **C. Selection Criteria Weighted Scoring**: The Authority's Evaluation Committee will evaluate and score the Proposals based on the following weighted evaluation criteria:

Evaluation Criteria	Weighting
Qualifications of the Firm and Project Team	30%
Proposed Approach and Scope of Services	30%
Proximity of Key Staff	5%
Value Added Services/Benefits	5%
Fee Proposal	30%

D. Selection: The selection of a Consultant is within the Authority's sole discretion and no reasons for rejection or acceptance of a proposal are required to be given. Although fee proposals are an important consideration, the decision will be based on an evaluation of the selection criteria and weighted scoring as outlined above. The Authority reserves the right to reject any or all proposals or to accept a proposal that does not conform to the terms set forth herein. The Authority further reserve the right to waive or modify minor irregularities in the proposals and negotiate with one or more Proposers if it is in the Authority's best interest to do so.

3.7 Investigations

The Authority reserves the right to conduct any investigations necessary to verify information submitted by the Proposer and/or to determine the Proposer's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The Authority reserves the right to visit a prospective Proposer's place of business to determine the existence of the company and the management capabilities required to administer this agreement. The Authority will not consider Proposers that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

3.8 Contract Approval Process

Proposers acknowledge that any contract resulting from this RFQ/P is subject to prior approval by the Authority's Board of Directors.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

The Authority reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Proposer proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the Authority. The Authority is not committed, by virtue of this RFQ/P, to award a contract or to procure or contract for services. The proposals submitted in response to this request become the property of the Authority. If it is in its best interest to do so, the Authority reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Proposers. The Proposer selected will be chosen on the basis of greatest benefit to the Authority as determined by the evaluation committee.
- B. Negotiate contracts with the selected Proposers.
- C. Award a contract to more than one Proposer.

4.2 Contract Negotiation

Negotiations may be undertaken with those Proposers whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFQ/P. The contract that may be entered into will be the most advantageous to the Authority, price and other factors considered. The Authority reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the Authority.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Proposer may become contractual obligations, should a contract ensue. Failure of a Proposer to accept these obligations may result in cancellation of the award.

4.4 Prime Responsibilities

The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not provided directly by them. The selected Proposer will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the Authority shall approve all subcontractors and will consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFQ/P and for the contract, the term "Work" is defined as all data, records, files, information, work products, discs developed, produced or generated in connection with the services to be provided by the Proposer. The Authority and the Proposer intend the contract to be a contract for services, and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Proposer to be a work made for hire. In submitting a proposal in response to this RFQ/P, the Proposer acknowledges and agrees that the

Work (and all rights therein) belongs to and shall be the sole and exclusive property of the Authority.

The Proposer and the Proposer's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services, or any other property of the Authority. Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of the Authority.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to the Authority, no later than twenty-four (24) hours after receipt of the Authority's written request for same, all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Proposer's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the Authority, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the Authority.

The Proposer will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the Authority.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between the Authority and the Proposer selected.

4.7 Notification of Proposer Selection

All proposers who submit proposals in response to this RFQ/P will be notified by the RFQ/P Procurement Officer of acceptance or rejection of their proposal.

4.8 Confidential Relationship

During the course of this Project, the Authority may communicate information to the Consultant or its employees, or the Consultant or its employees or agents may learn of, or acquire, certain information of the Authority in order to enable the Consultant to effectively propose on, and ultimately perform, the Work. The Consultant and its employees and agents shall treat all such information as confidential, whether or not so labeled or identified, and shall not disclose any part thereof without the written consent of the Authority. The Consultant shall limit the use and circulation of such information even within the Consultant's organization, to the extent necessary to perform the Work. These obligations shall not apply to any information which (i) has been disclosed in publicly available sources of information, (ii) is, through no fault of the Consultant or its employees or agents, hereafter disclosed in publicly available sources of information, (iii) is now in the possession of the Consultant or its employees without any obligation of confidentiality, or (iv) has been or is hereafter rightfully disclosed to the Consultant or its employees by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

4.9 Incurring Costs

The Authority is not liable for any costs incurred by Proposer prior to the effective date of the contract.

4.10 Material Submitted

All right, title and interest in the material submitted by the Proposer as part of a proposal shall vest in the Authority upon submission of the Proposer's proposal to the Authority without any obligation or liability by the Authority to the Proposer. The Authority has the right to use any or all ideas presented by a Proposer.

The Authority reserves the right to ownership, without limitation, of all proposals submitted. However, because the Authority could be required to disclose proposals under the New York Freedom of Information Law, the Authority will, to the extent permitted by law, seek to protect the Proposer's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, the Authority will deny public access to Proposer's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Proposer's competitive position, provided the Proposer identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Proposer's competitive position.

4.11 Indemnification

The successful Proposer shall defend, indemnify and save harmless the Authority, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the Authority which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Proposer, its agents or employees, the provision of any products by the Proposer, its agents or employees, or arising from any breach or default by the Proposer, its agents or employees, or arising from any breach or default by the Proposer, its agents or employees under the Agreement resulting from this RFQ/P. Nothing herein is intended to relieve the Authority from its own negligence or misfeasance or to assume any such liability for the Authority by the Proposer.

4.12 Insurance Requirements

The successful Proposer shall procure and maintain at their own expense until final completion of the Work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the contract whether performed by the Proposer or by their subcontractors.

The successful Proposer shall furnish to the Authority a certificate or certificates of insurance in a form satisfactory to the Authority's Attorney showing that they have complied with all insurance requirements set forth in the contract for services, and certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Authority. Except for Worker's Compensation Insurance, no insurance required herein shall contain any

exclusion of municipal operations performed in connection with the contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. WORKER'S COMPENSATION AND DISABILITY INSURANCE: A policy covering the operations of the Proposer in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (Chapter 600 of the Laws of 1949) and amendments hereto.
- B. LIABILITY AND PROPERTY DAMAGE INSURANCE issued to the Proposer naming the Authority as an additional insured, and covering liability with respect to all work performed by him under the contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000.000 aggregate covered under liability and damage property. All of the following coverage shall be included:

Comprehensive Form Premises-Operations Products/Completed Operations Contractual Insurance Covering the Hold Harmless Provision Broad Form Property Damage Independent Proposers Personal Injury

- C. CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Proposer and covering the liability for damages imposed by law upon the said Proposer for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Proposer with minimum limits of \$2,000,000 per occurrence.
- E. MOTOR VEHICLE INSURANCE issued to the Proposer and covering liability and property damage on the Proposer's vehicles in the amount of \$1,000,000 per occurrence.

4.13 Proposal Certification

The Proposer must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the Authority must be borne by the Proposer. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Proposer.

4.14 Procurement Policy

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Qualifications includes and imposes certain restrictions on communications between a Governmental Entity (including the Authority) and Bidder/Offerer during the procurement process. A Bidder/Offerer is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the

Procurement Process by the Authority to other than the Authority's Procurement Officers, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder/Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Bidder/Offerer is debarred from obtaining government Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officers.

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder/Offerer in accordance with State Finance Law § 139-k(5) was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Bidder/Offerer in accordance with the written notice terms of this contract.

4.15 EEO and MBE/WBE Program Requirements and Procedures

The Consultant shall comply with the Equal Employment Opportunity provisions of New York State Law.

Consultant shall utilize its best efforts to achieve goals for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) participation on this project. On this project that goal is a combined participation of 12% for the Design, Bidding and Construction Phases of the project. Further, neither the MBE nor WBE participation should be less than 6% of the total project.

For the purposes of M/WBE, the Consultant shall take affirmative steps to afford opportunities for MBE and WBE firms on the project, and the Consultant shall make its best efforts to meet the M/WBE participation goals established for this contract.

Consultant shall designate in writing an executive of its company who will have overall responsibility for implementing the Consultant's MBE/WBE Utilization Plan. The Consultant's MBE/WBE Utilization Plan shall be developed, administered, and implemented in accordance with the provisions of Authority policies and procedures. Consultant shall be responsible for maintaining records showing sub-contractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms, even if not successful.

OFFERER/BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION AND AFFIRMATION/CERTIFICATION IN ACCORDANCE WITH NYS FINANCE LAW §§ 139-J AND 139-K

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Date:_____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Circle one):

Yes No If yes, answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j? (Circle one):

Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Circle one):

No

4. If you answered yes to any of the above questions, provide details regarding the finding of non-responsibility below.

Governmental Entity:______ Date of Finding of Non-Responsibility:______ Basis of Finding of Non-Responsibility:______

Yes

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

 Yes
 No

 6. If yes, provide details below:
 Governmental Entity:

 Date of Termination:
 Date of Termination:

Basis of Determination or Withholding:

⁽Add additional pages as necessary.)

By signing below, Bidder/Offerer affirms that it understands and agrees to comply with the Monroe County Water Authority's Procurement Disclosure Policy, Code of Ethics Policy and Conflict of Interest Policy as required by State Finance Law § 139-j(3) and § 139-j(6)(b) and certifies that all information provided to the Monroe County Water Authority with respect to State Finance Law § 139-j is complete, true and accurate.

ly:
Date:
(Signature of Person Certifying)
rint Name:
rint Title:
idder/Offerer Name:
(Company Name)
idder/Offerer Address:
idder/Offerer Phone Number: