

**REQUEST FOR
QUALIFICATIONS & PROPOSAL**

**Monroe County
Water Authority**



Walker Road Tank Foundation Design

Project No. 20-016

August, 2020

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

SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

The Water Authority (the "MCWA") is soliciting qualifications and price proposals from consultants for professional engineering services for foundation design for the proposed Walker Road Tank. Prospective Proposers must offer a Statement of Qualifications that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Qualifications and Proposal ("RFQ/P"). The Prospective Proposers must also submit under separate cover a price proposal for the services described.

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

1.2 RFQ Procurement Officer

The RFQ Procurement Officer (RFQ Coordinator) identified below is the sole point of contact regarding this RFQ from the date of issuance until the selection of the successful Proposer.

Stephen M. Savage, P.E.
475 Norris Drive
Rochester, New York 14610
Email: steve.savage@mcwa.com

1.3 Presentation and Clarification of MCWA's Rights and Intentions

MCWA intends to enter into a contract with the selected Proposer to supply the services described in Section 2. However, this intent does not commit MCWA to award a contract to any responding Proposer, or to pay any costs incurred in the preparation of the Statement of Qualifications or proposal in response to this request, or to procure or contract for any services. MCWA 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 MCWA 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 MCWA to do so).

1.4 Time Line

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

- ◆ All requests for RFQ/P clarification must be submitted in writing to the RFQ/P Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on August 21st.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFQ/P. These will be sent out to all Proposers who received the original RFQ/P on or about August 26th. If the RFQ/P was obtained from the MCWA website, it is the prospective proposer's

responsibility to inform the RFQ/P Coordinator with their contact information so that they may receive any addendum.

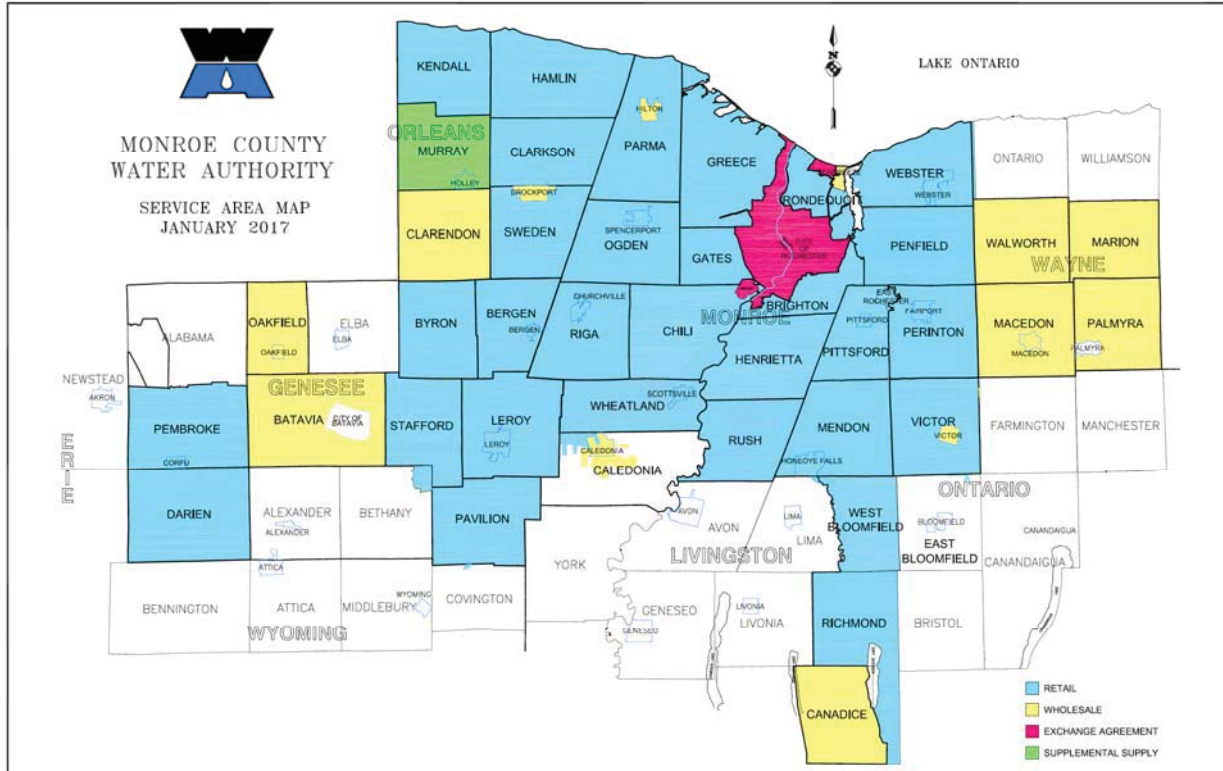
- ◆ Final Statement of Qualifications and Proposal submissions must be received by 2:30 PM EST on September 2nd at the address shown in Section 3.1. The right to withdraw will expire on this date.

1.5 Overview of the Organization

MCWA provides high quality, safe and reliable water, in a financially responsible manner.

MCWA was created by State legislation in 1950 to solve the water supply needs of this community. In 1959 MCWA took over the assets of the private, Rochester Division of the 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. As surrounding towns and villages faced new water supply challenges, the MCWA service area has steadily grown. Today, MCWA serves over 170,000 customers in every town and village in Monroe County (partially in the City of Rochester) plus towns, villages and other water authorities in each of the five adjacent counties.

The MCWA system infrastructure includes two operations centers and a meter shop; three water treatment plants, Shoremont, Corfu and Webster; 46 remote pumping stations; 50 tanks and 2 storage reservoirs; and over 3,200 miles of transmission and distribution water mains.



1.6 Overview of the Project

The Authority is planning to construct a 2 million gallon pre-stressed precast concrete water storage tank at its Walker Road property in the Town of Pavilion. The Consultant shall design the foundation for the tank in accordance with the following parameters:

- Tank Diameter: 110 feet
- Overflow Elevation: 1070 feet
- Maximum Water Height: 30 feet
- Designed in accordance with AWWA D110 Type 3 Latest Revision

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Design Phase

The Consultant shall design the foundation for the tank in accordance with the parameters in Section 1.6. This work shall be coordinated with the Authority's design engineer.

A. Survey and Mapping

The Consultant shall make use of the existing topographic surveys and mapping as available. The survey that has been done for this project is included in Appendix A and can be provided in AutoCAD format. The Consultant shall submit to the Authority the requirements for additional surveys as necessary to prepare the required design drawings. The Authority will provide additional survey and mapping required.

B. Subsurface Investigations

The Consultant shall develop a subsurface investigation program which shall include locations and depths of borings and sample testing. It is planned that the borings will be performed under the Authority's existing annual Geotechnical Investigation Contract at no cost to the consultant. A list of tests available under this contract is included in Appendix B. Any testing that cannot be performed under the Authority's Geotechnical Investigation Contract shall be performed by the Consultant. To the extent required, the Consultant shall be present during the boring work.

C. Design Report

The Consultant shall submit a design report which shall include as a minimum:

- A description of the proposed tank including major dimensions, elevations (including finished floor elevation), and loadings.
- A description of the tank site. This should include a site grading plan, existing structures drainage conditions, type of vegetation on the site, and any other unique features of the site.
- Geological setting of the site.
- Details of field exploration that was carried out such as number of borings, location of borings, depth of borings, etc.

- A general description of the subsoil conditions as determined by the recovered soil samples, laboratory tests, standard penetration resistance, etc.
- The expected groundwater level at the site during construction and after the project completion

The report shall include the following geotechnical recommendations and parameters:

- Type of foundation system
- Subgrade preparation, including limits of excavation (horizontal and vertical); proof rolling and compaction, if necessary (consider the possibility of “pumping” during compaction of the subgrade).
- Foundation base material type and placement procedure, including compaction requirements.
- Tank backfill material type and placement procedure.
- Coefficient of friction between foundation soil base material and concrete. For tank foundations extended into a rock subgrade, lateral sliding resistance may be obtained by utilizing the shear and compressive resistance of the rock; provide resistance values for this condition.
- Gross soil bearing capacity, including backfill soil and liquid loads.
- Anticipated total settlement of tank and anticipated differential settlement across tank radius.
- Factor of safety against sliding to be used.
- Modulus of subgrade, k (based on 12” sq. plate).
- Maximum groundwater elevation from surface.
- Anticipated groundwater control measures needed at the site during and after construction, including the possibility of buoyancy of the empty tank.
- Potential vertical rise, if plastic clays are present.
- Potential for swelling of subgrade material and remediation measures, if necessary
- Lateral earth pressure.
- Protective measures against slope failure of excavation slope or adjacent embankments.

As it is the Authority’s intent that part of the tank wall will be backfilled with native material (backfill material shall NOT contain sulfides or expansive material), the following soil backfill information shall also be provided:

- Equivalent liquid at-rest pressure (pcf)
- Backfill pressure increase on wall under seismic conditions (pcf)
- Equivalent liquid active earth pressure (pcf)
- Equivalent liquid passive earth pressure (pcf)
- Backfill soil density (pcf)
- Downward drag coefficient on backfill of wall
- Vehicle load on backfill

The design report shall be stamped by a professional engineer who is licensed in the state of New York.

2.2 Construction Phase

The Construction Phase shall be considered to have begun immediately after the Tank Construction Contract 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 visit the site as necessary during stripping, proofrolling, fill placement, foundation work, backfill operations and floor subgrade preparation in the area of the tank. The Consultant shall review all geotechnical testing performed during the fill and backfill operations.

A. Shop Drawing and Technical Review

The Consultant shall check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment, progress data and time charts and other data which the Contractor is required to submit, for conformance with the design concept of the Project and compliance with the information given by the Contract.

B. Meetings

The Consultant shall attend pre-construction conference and progress meetings as necessary.

C. Limitations of Consultant's Authority

Except upon written instructions from the Authority, the Consultant:

- Shall not authorize any material deviation from the Contract Documents.
- Shall not undertake any of the responsibilities of the Contractor, the sub-contractor, or the Contractor's field superintendent.
- Shall not expedite the work for the Contractor's work.
- 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.
- Shall not authorize the Authority to occupy the Project in whole or in part prior to final acceptance of the Work and the Project.
- Shall not participate in specialized field or laboratory tests other than as an observer.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Proposer's Statement of Qualifications and Proposal

- A. **Acceptance Period and Location:** To be considered, Proposers must submit a complete response to this RFQ. Proposers not responding to all information requested in this RFQ or indicating exceptions to those items not responded to may have their proposals rejected.

The sealed a.) Statement of Qualifications and b) Price Proposals shall be submitted in separate envelopes and must be received at the address below on or before the time specified in Section 1.

All submittals must be received in a sealed envelope, clearly labeled "Proposals" and marked with the Project Name, due date, and time. Proposals submitted via delivery service, such as FedEx, must be addressed to "Stephen Savage, 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) **Bids submitted via US Postal Service will be returned, unopened.**

Attn: Stephen M. Savage, P.E.
Director of Engineering
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the submittals.

- B. Required Copies:** Proposers must submit one (1) signed original and three (3) copies of each document. Qualifications Statement and Proposal should be clearly marked as "Walker Road Tank Foundation Design" and the Price Proposal should be clearly marked as "Walker Road Tank Foundation Design Price Proposal". The Proposer is encouraged to respond electronically in addition to submitting hard copies of its qualifications statement as provided above. An electronic copy of the price proposal is not necessary. The Proposer will make no other distribution of proposals. An official authorized to bind the Proposer to its provisions must sign proposals.
- C. 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. Expensive bindings, color displays, promotional material, etc. are neither necessary nor desired. 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.

3.2 Response Date

To be considered, sealed Qualifications Statements and sealed Price Proposals must arrive on or before the time and date specified in Section 3.1 A. **Requests for extension of the submission date will not be granted.**

3.3 Clarification of RFQ/P and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing** (email is acceptable) pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Proposers who have received RFQ/P's and must be acknowledged in the RFQ response. No contact will be allowed between the Proposer and any other member of MCWA with regard to this RFQ/P during the RFQ/P process unless specifically authorized in writing by the RFQ/P Coordinator. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFQ

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

3.5 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:** Each response to the RFQ/P should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the proposal. The transmittal letter should also include a phone 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 your 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. Project Team:** Provide a description of the project team's organization and roles. List the specific project team members, including resumes. Please note MCWA places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable
- E. 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. Approximate value of services provided;
 - c. Name and telephone number of contact person;
 - d. Summary of the services provided.
- F. Procurement Form:** Include the procurement disclosure form contained in Section 4.15

3.6 Organization of Price Proposals

Consultant shall provide a total not to exceed amount for all work included under the design phase.

In the event that the Authority directs the Consultant to provide assistance with the Construction Phase services described in Section 2.2, the Consultant shall be paid on an hourly basis. The Consultant shall provide hourly rates for all project personnel that would be used for work under this phase.

3.7 Method of Evaluation

- A. Evaluation Committee:** Selected personnel from MCWA will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted Statements of Qualifications for the RFQ and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted Qualifications Statements 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 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 will be evaluated according to the following criteria:
- ◆ Project Team
 - ◆ Schedule
 - ◆ References
- C. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for qualifications and proposals is subject to approval by the MCWA Board of Directors. MCWA anticipates awarding this contract on or about October 8, 2020.
- D. Fee Proposal:** Following its review of the Statement of Qualifications, MCWA will review the proposal for fee compensation from the firm, or firms, that MCWA, in its sole discretion, determines to be the best qualified.

3.8 Investigations

MCWA 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. MCWA 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. MCWA 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.

SECTION 4 - GENERAL INFORMATION FOR THE PROPOSER

4.1 Reservation of Rights

MCWA 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 MCWA. MCWA 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 MCWA. If it is in its best interest to do so, MCWA 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 MCWA as determined by an 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 MCWA, price and other factors considered. MCWA 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 MCWA.

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, MCWA 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. MCWA 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, the Proposer acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of MCWA.

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 MCWA. Any property or Work not specifically included in the Contract as property of the Proposer shall constitute property of MCWA.

In addition to compliance with the right to audit provisions of the contract, the Proposer must deliver to MCWA, no later than twenty-four (24) hours after receipt of MCWA'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 MCWA, 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 MCWA.

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 MCWA.

4.6 Contract Payment

Actual terms of payment will be in accordance with the contract between MCWA 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 Coordinator of acceptance or rejection of their proposal.

4.8 Independent Price Determination

- A. By submission of a Qualifications Statement, the Proposer certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
 - (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition; and
 - (2) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- B. Each person signing the proposal certifies that:
 - (1) They are the person in the Proposer's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated, and will not participate in, any action contrary to A (1) and (2) above; or
 - (2) They are not the person in the Proposer's organization responsible within that organization for the decision as to prices being offered in the proposal but that they have been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that they have not participated, and will not participate in, any action contrary to A (1) and (2) above.

- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A and B above.

4.9 Incurring Costs

MCWA 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 MCWA upon submission of the Proposer's proposal to MCWA without any obligation or liability by MCWA to the Proposer. MCWA has the right to use any or all ideas presented by a Proposer.

MCWA reserves the right to ownership, without limitation, of all proposals submitted. However, because MCWA could be required to disclose proposals under the New York Freedom of Information Law, MCWA 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, MCWA 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 MCWA, 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 MCWA 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, arising from any act, omission or negligence of 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. Nothing herein is intended to relieve MCWA from its own negligence or misfeasance or to assume any such liability for MCWA 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 MCWA a certificate or certificates of insurance in a form satisfactory to MCWA's legal counsel 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 MCWA. 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 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 MCWA 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.

All proposals shall be considered final when received.

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.

**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):

Yes 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: _____

(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?

(Circle one):

Yes No

6. If yes, provide details below:

Governmental Entity: _____

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 MCWA 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-k and § 139-j is complete, true and accurate.

By: _____

Date: _____

(Signature of Person Certifying)

Print Name: _____

Print Title: _____

Bidder/Offerer Name: _____

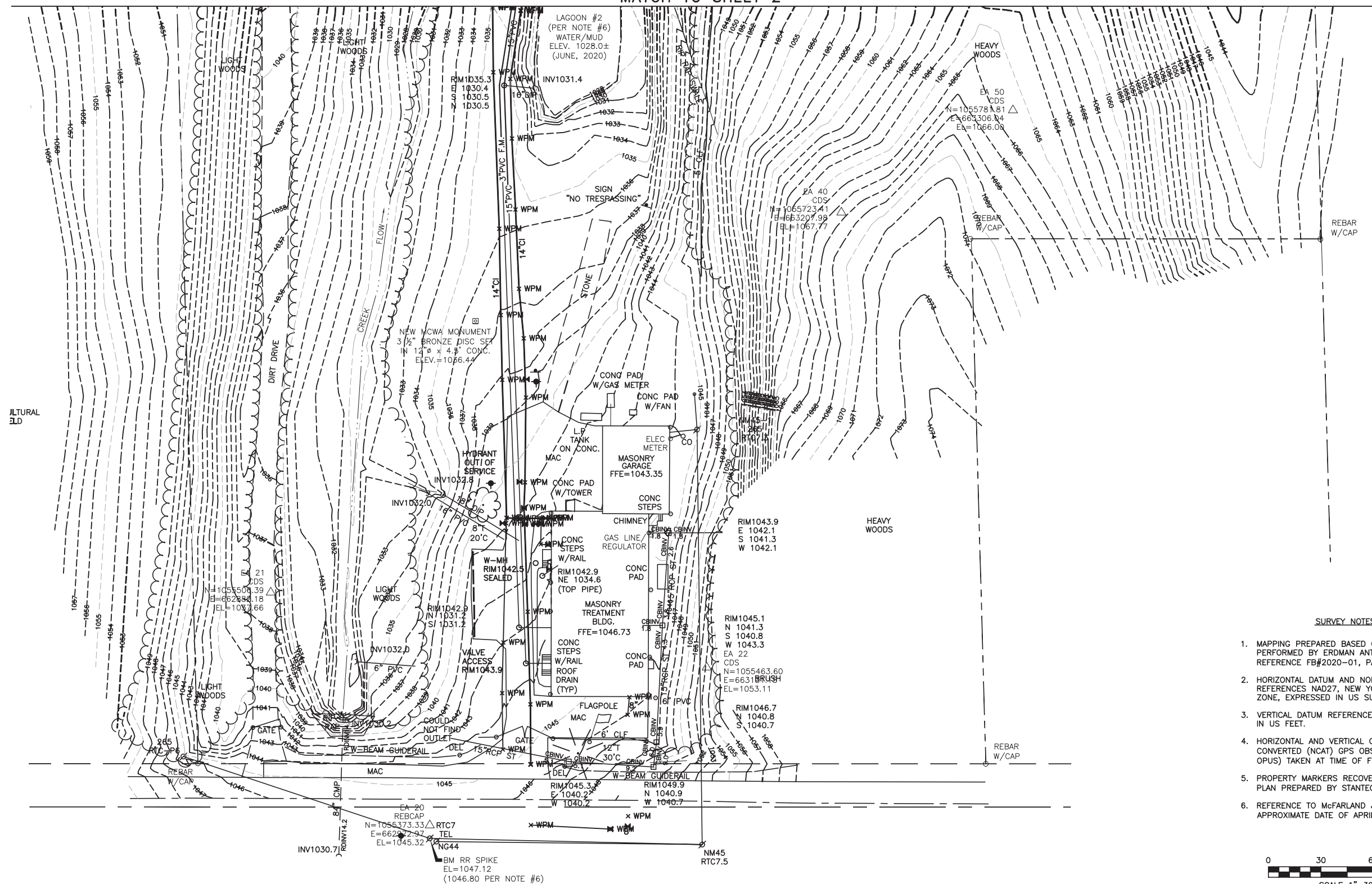
(Company Name)

Bidder/Offerer Address: _____

Bidder/Offerer Phone Number: _____

Appendix A

MATCH TO SHEET 2



SURVEY NOTES:

1. MAPPING PREPARED BASED ON FIELD SURVEY PERFORMED BY ERDMAN ANTHONY IN JUNE, 2020. REFERENCE FB#2020-01, PAGE 70.
2. HORIZONTAL DATUM AND NORTH ORIENTATION REFERENCES NAD27, NEW YORK STATE PLANE, WEST ZONE, EXPRESSED IN US SURVEY FEET.
3. VERTICAL DATUM REFERENCES NGVD 29, EXPRESSED IN US FEET.
4. HORIZONTAL AND VERTICAL CONTROL BASED ON CONVERTED (NCAT) GPS OBSERVATIONS (4-HR. OPUS) TAKEN AT TIME OF FIELDWORK.
5. PROPERTY MARKERS RECOVERED ALSO SHOWN ON PLAN PREPARED BY STANTEC, LAST DATED 5/17/04.
6. REFERENCE TO MCFARLAND JOHNSON SITE PLAN APPROXIMATE DATE OF APRIL, 1981 (ILLEGIBLE).



ERDMAN ANTHONY

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Rochester, NY 14620
Telephone 585 427 8888
Facsimile 585 427 8914
www.erdmananthony.com

DATE	
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CLIENT:
MONROE COUNTY WATER AUTHORITY

PROJECT NAME:
MCWA 20-001 WALKER ROAD TANK SITE PAVILION, NY

DRAWING TITLE:
TOPOGRAPHIC SURVEY PLAN

SCALE: 1"=30'	DATE: 6/30/20
DES. BY: n/a	DR. BY: PDL/DLS
CK'D BY: DLS/TJF	EAA PROJ. NO. 19576.07
SHEET NO. 1 OF 2	DRAWING NO. S-1

Appendix B

Testing Available Under MCWA Geotechnical Contract

Test Borings Up to 15' Deep with Continuous Sampling
Test Borings, 15' to 50' Deep with Continuous Sampling
Test Borings, 50' to 100' Deep with Continuous Sampling
Test Borings Up to 15' Deep
Test Borings, 15' to 50' Deep
Test Borings, 50' to 100' Deep
Rock Coring
2-5/16" Roller Bit Augering
5-7/8" Roller Bit Augering
Collection of Undisturbed Samples Using a Piston Tube Sampler
Moisture Density Test
Mechanical Sieve Analysis
Atterberg Limits
Natural Moisture Contents
DIPRA Ten-Point Test
Packer Testing
Slug Test Analysis
Grain Size Distribution
Unit Weight Analysis
Laboratory Permeability Testing
Unconsolidated-Undrained Triaxial Shear Testing
Consolidated-Undrained Triaxial Shear Testing
Consolidation Testing