

REQUEST FOR QUALIFICATIONS & PROPOSAL

Monroe County Water Authority



CSX Railroad Pipe Bridge Rehabilitation

August 19, 2026

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

Eng. File: 26-018

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County Water Authority (the "MCWA") is soliciting statements of qualifications (SOQs) and price proposals (Proposals) from consultants for professional engineering services for analysis, design, bidding support, construction phase services and inspection for the CSX Railroad Pipe Bridge Rehabilitation Project in the City of Rochester.

Prospective Proposers must offer a SOQ and a Proposal that meets the scope of services, qualifications and general description of work activities identified in Section 2 of this document.

In responding to this Request for Qualifications and Proposal (RFQ/P), Proposers must follow the prescribed format as outlined in Section 3. By so doing, each Proposer will be providing MCWA with comparable data submitted by other Proposers and, thus, be assured of fair and objective treatment in the MCWA review and assessment process.

1.2 RFQ 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 (the MCWA) and Bidder/Offerer (i.e., Proposer) during the procurement process. The RFQ/P Procurement Officer identified below is the sole point of contact regarding this RFQ/P from the date of issuance until the selection of the successful Proposer.

Tim Stevens, P.E.
475 Norris Drive
Rochester, New York 14610
Phone: (585) 442-2001 Ext. 283
Email: tim.stevens@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, it should be noted that 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 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 if it is in the best interest of MCWA to do so.

1.4 Time Line

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

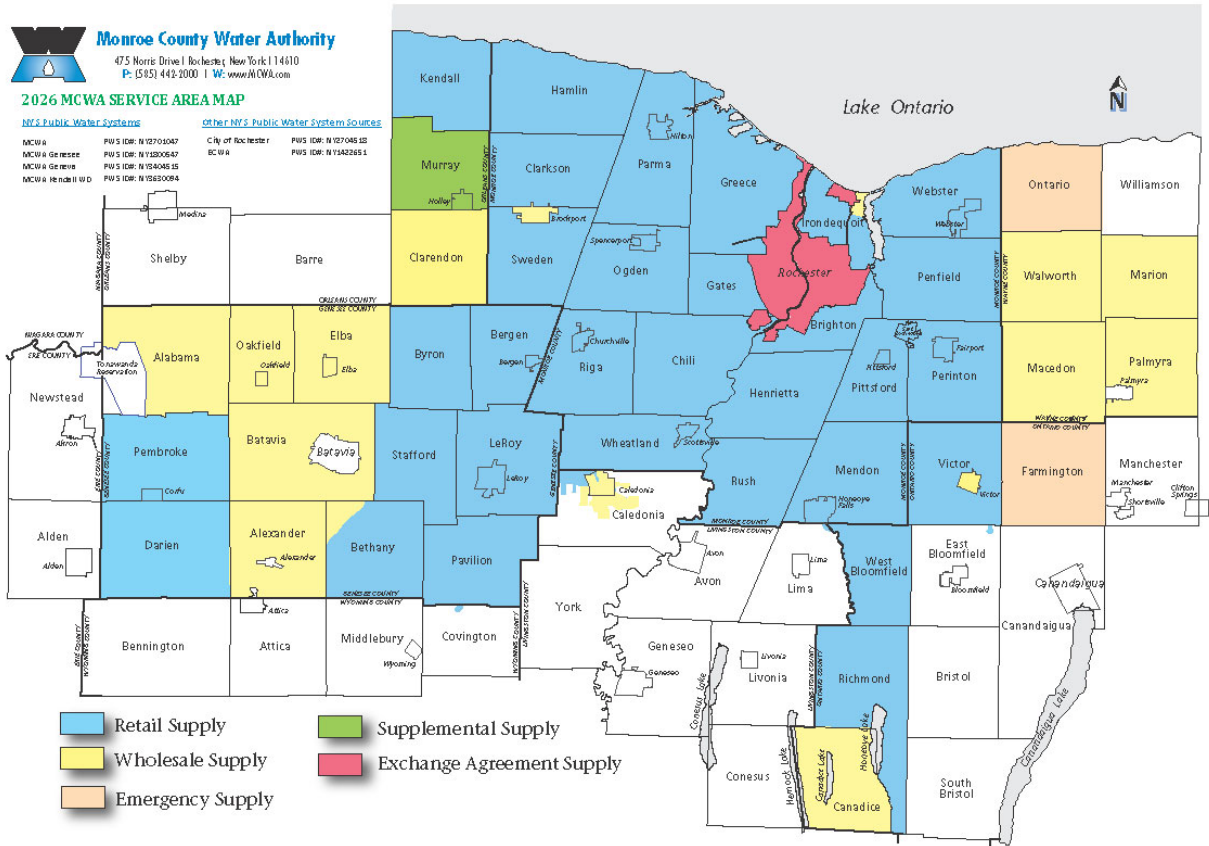
- ◆ All requests for RFQ/P clarification must be submitted, in writing, to the RFQ/P Procurement Officer at the email address provided in Section 1 and received no later than **3:00 PM EST on September 4, 2026**.
- ◆ As deemed appropriate, questions will be answered and documented in writing as an Addendum to the RFQ/P. These will be sent out to all Proposers who received the original RFQ/P on or about **September 9, 2026**. If the RFQ was obtained from the MCWA website, it is the prospective proposer's responsibility to inform the RFQ Procurement Officer with their contact information so that they may receive any addendum.
- ◆ SOQs and Proposals must be received by **3:00 PM EST on September 16, 2026** at the address shown in Section 3.2. 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.

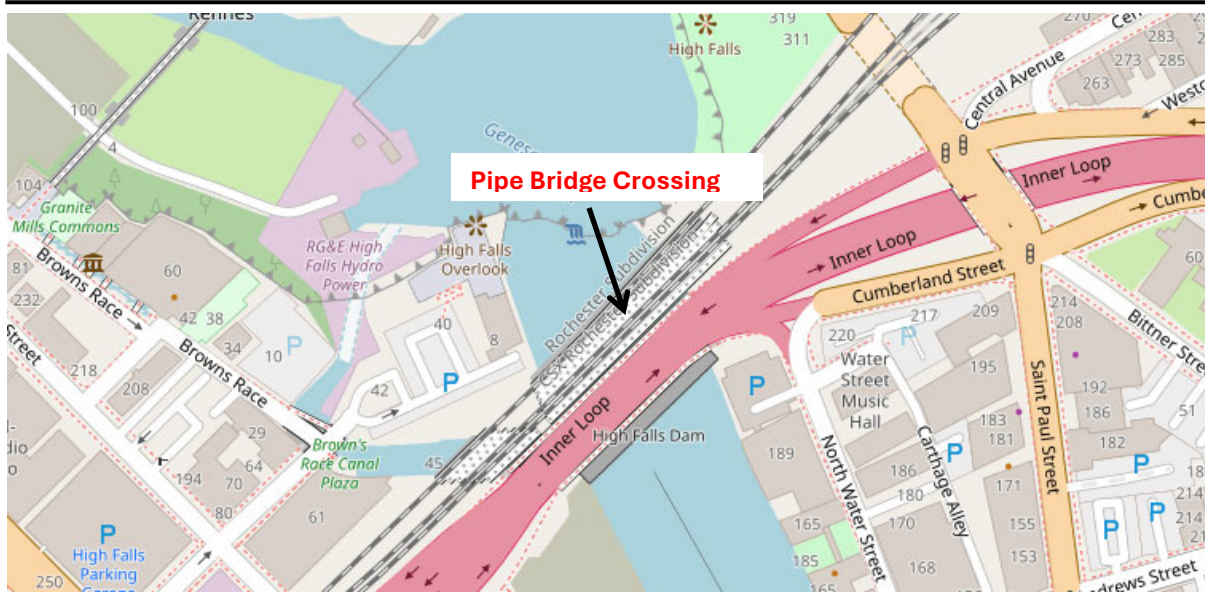
MCWA was created by State legislation in 1950 to solve the water supply needs of this community. In 1959 MCWA took over the assets of the private, Rochester Division of the New York Water Service Corporation and had 27,000 retail customers, serving just portions of the County's inner ring towns and portions of the City of Rochester. As surrounding towns and villages faced new water supply challenges, the MCWA service area has steadily grown. Today, MCWA serves over 190,000 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; 48 remote pumping stations; 54 tanks and 2 storage reservoirs; and over 3,435 miles of transmission and distribution water mains.



1.6 Overview of the Project

A critical component of MCWA's transmission system is the Genesee River Crossing near High Falls in the City of Rochester. This 20" diameter steel water main was installed in 1974 and is affixed to the CSX bridge and its own structural steel or concrete supports. The last improvements to the pipe bridge were in 1984 when new insulation jacketing was installed and the structural steel pipe supports were painted. The Consultant will be required to perform an inspection and analysis of the structure and complete the design for any recommended rehabilitation and improvements. MCWA's latest inspection report from 2025 is included at the end of this RFQ/P.



1.7 Project Timeline

MCWA intends to have a preliminary inspection and analysis of the pipe bridge structure completed during the 2026 calendar year. Bidding and construction of the pipe bridge rehabilitation project is planned for 2027. The Consultant shall prepare a project schedule as part of the RFQ/P which will be a part of the evaluation process and include, at a minimum, the following:

- Project kickoff meeting
- Preliminary inspection and analysis of structure, including a written memo of results with recommendation of improvements and budget cost estimate
- Preliminary inspection memo meeting with MCWA
- Permits and Approval for rehabilitation work
- 50% design and review meeting with MCWA, including preliminary cost estimate
- 99% design and review meeting with MCWA, including final cost estimate
- Advertisement for Bid
- Pre-bid meeting (1 week after advertisement)
- Bid opening and review (2 weeks minimum after advertisement)
- Anticipated contract award (MCWA board typically meets 2nd Thursday of each month)
- Pre-Construction Meeting
- Notice of Award
- Completion of construction

SECTION 2 –SCOPE OF WORK

2.1 Scope of Work

Below is a preliminary outline of the required tasks and deliverables to be included under this contract. Additional tasks may be required during the contract's term and are not subject to additional fees or charges.

Task 1.1 Preliminary Inspection and Analysis of Structure

The Consultant shall perform a preliminary inspection and analysis of the pipe bridge structure and water main with a New York State Licensed Professional Engineer and issue a memo summarizing their findings along with recommendations for improvements and a budget cost estimate. The following should be addressed at a minimum:

- Structural condition of the steel and concrete supports, including foundations and bearing pads, section loss measurements at all deteriorated members, weld and bolt conditions, and any undermining of supports
- Water main insulation and jacketing condition
- Paint condition on the structural steel and recommendations for surface preparation and re-coating if recommended

The Consultant shall have samples of any caulk, tar, insulation and paint tested for asbestos, PCB's, lead or any other hazardous materials. Results of the testing shall be provided in the memo of results and recommendations.

Task 1.2 Design Services

The Consultant shall prepare the final design plans and specifications for the rehabilitation of the pipe bridge structure consistent with the requirements and standards of MCWA and all agencies having permit approval or jurisdiction for the work. The Consultant will be required to use MCWA's standard specifications with project-specific specifications prepared as necessary.

Based on the results and recommendations of the preliminary inspection and analysis, the Consultant will be responsible for preparing the plans and specifications for:

- Structural repairs or improvements, including steel and concrete supports, foundations and bearing pads
- Jacketing and insulation removal and replacement
- Steel support structure paint removal and replacement, including hazardous waste provisions and containment

MCWA has record drawings for the installation, but they are not in an AutoCAD format. This information will be made available as a hard copy or TIFF image file. The Consultant will be responsible for any onsite field survey as necessary to prepare mapping needed for permits and/or design and for acquisition of easements or temporary land use agreements.

The Consultant will be required to submit draft drawings and technical specifications to MCWA for review at 50% and 99% design completion in PDF format and conduct a review meeting with MCWA

within two weeks following submission. Following the incorporation of MCWA's review comments, the Consultant shall provide one set of 100% complete reproducible drawings and technical specifications for incorporation into the overall bid documents for the Project. Drawings shall be provided in both PDF and AutoCAD format.

Task 1.3 Permitting

The Consultant will be responsible for preparing and obtaining all permits required for the work. All permit applications shall be submitted to MCWA for review and consideration prior to agency submission. MCWA will pay any application fees associated with obtaining permits. Some of the permits required may include:

- Initial Notification of Regulated Waste Activity: the Consultant will be required to obtain an EPA ID number for the project.
- Waste Manifest Forms: the Consultant will be required to ensure that removal of hazardous waste from the site will be performed in accordance with applicable laws and regulations and that proper Waste Manifest Forms are used and issued to MCWA.
- Stream/River Crossing: the Consultant will be required to obtain all necessary clearances or permits from NYSDEC & U.S. Army Corps for work near the Genesee River.
- CSX Railroad: the Consultant will be required to obtain all necessary clearances or permits from CSX railroad.

Task 1.4 Bidding Assistance

The Consultant will assist MCWA during the bidding phase. This will include:

- Furnishing MCWA with up to twenty sets of full-size drawings, five sets of half-size drawings (to scale), and twenty specification books for the purposes of issuing to prospective bidders.
- Preparing any addenda for interpretation and clarification of the bidding documents as required.
- Attending and running the pre-bid meeting via WebEx or at the MCWA's East Side Operations Center and preparing meeting minutes.
- Evaluating bids received and bidder's qualifications in accordance with MCWA procedures, and preparing a formal recommendation for award. MCWA will provide a low bidder evaluation form and other relevant documents.

MCWA will advertise for proposals from bidders, distribute the appropriate bid documents and addenda to the plan holders, open bids at the appointed time and place, and pay all costs incidental thereto.

The bidding phase of this project is a procurement by a Governmental Entity and therefore, is subject to New York State Finance Law. This law includes and imposes certain restriction on communications between a Governmental Entity (including MCWA) and a Bidder/Offerer during the procurement process. The Consultant, working on behalf of MCWA, will be required to comply with MCWA's procurement policy. MCWA will provide a copy of the Procurement Policy as well as training for the Consultant, outlining the details of these requirements.

Task 1.5 Construction Phase Services

The Construction Phase shall be considered to have begun immediately after the Contract has been awarded by MCWA and MCWA 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 MCWA, act as MCWA's representative at the project site, issue instructions of MCWA to the Contractor and perform the tasks listed below.

- **Shop Drawings and Technical Review:** Review and approve schedules, shop drawings, and other information the Contractor is required to submit for conformance with the Contract Documents. Obtain all guarantees from the Contractor and deliver to MCWA. Provide MCWA with one set of shop drawings, including a log or index, at the time the Project is substantially complete.
- **Prepare Payment Estimates:** Assist with review of the Contractor's applications for payment, determine the amount owed to the Contractor, and approve payment in writing.
- **Meetings:** Attend pre-construction conference and conduct bi-weekly progress and coordination meetings with MCWA and Contractor. Prepare and distribute meeting minutes.
- **Scheduling:** Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice concerning its acceptability. Review monthly updates.
- **Clarifications, Modifications and Change Orders:** Prepare design clarifications and other routine supplementary information. Provide preparation of and administration of modifications, claims and change orders (as required).
- **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 MCWA.
- **Punch-List:** Prior to final inspection, conduct an initial inspection and prepare a list of observed items (commonly referred to as a "punch list") requiring correction. Conduct final inspection in the company of MCWA 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 MCWA concerning acceptance.
- **Final Inspection; Commissioning & Testing:** Conduct, in company with MCWA, 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. Ascertain that appropriate Project performance tests and requirements of all agencies having Permit approval status have been complied with so that MCWA can be assured that the Project will operate and perform as intended.
- **Record Drawings:** Furnish MCWA, within four weeks after the project has been placed in service, a draft set of record drawings for review. Incorporate MCWA's comments and submit a final set of original reproducible record drawings (to MCWA's standards) showing the as-built conditions.
- **Limitations of Consultant's Authority:** Except upon written instructions from MCWA, 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 MCWA 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.
- 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 MCWA or the Contractor within the definition of agent as used in paragraphs 240 and 241 of the New York State Labor Law."

Task 1.6 Resident Project Representative (Inspection)

The Consultant shall have a representative on the site during the time the work is progressing on the project. Consistent with their obligations hereunder, they will be responsible to see that the Contractor undertakes their work in material compliance with the Contract Documents and will keep MCWA informed of the progress of such work, will use their best efforts to guard MCWA against defects and deficiencies in the work on the project performed by any contractor, and may recommend disapproval of such work as failing to conform to the Contract Documents. The Consultant will 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 Resident Project Representative (RPR) shall:

- Serve as MCWA's liaison with the Contractor.
- Cooperate with the Contractor in their dealings with the various agencies having jurisdiction over the Project in order to maintain continuity of the Project.
- Obtain from MCWA additional details or information when required at the job site for proper execution of the Work.
- 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, MCWA and/or Consultant's interpretations of the Contract Documents, progress reports and other Project related documents.
- 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, observations in general, and specific procedures. A copy of this record is to be provided to MCWA at the Project's end and if requested, during the Project.
- Record names, addresses and telephone numbers of all parties involved in the Project such as officials of MCWA and the public agencies involved, contractors, sub-contractors and major material suppliers. Provide a copy to MCWA and update as changes occur.
- 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 MCWA upon completion of the Project.

- When required, obtain from the Contractor their list of suppliers and sub-contractors.
- 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.
- 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 MCWA 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.
- 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 MCWA and/or the Consultant appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to MCWA and the Consultant.

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/P. 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 Proposal shall be submitted as a single document in a sealed and appropriately labeled envelope 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 “**CSX Railroad Pipe Bridge Rehabilitation – QUALIFICATIONS & PRICE PROPOSAL**” with the due Date, and time. Proposals submitted via delivery service, such as FedEx, must be addressed as shown below with instructions to “**Deliver to Bid Box located at employee Entrance, Door #19.**” (Proposers submitting Qualifications and Price Proposals via delivery service have sole responsibility to call the Procurement Officer and confirm receipt of the Packages.) **Packages submitted via US Postal Service will be returned, unopened.**

Both the sealed Statement of Qualifications and Price Proposal must be received at the address below on or before **3:00 p.m. EST on September 16, 2026.**

Attn: Tim Stevens, P.E.
Monroe County Water Authority
475 Norris Drive
Rochester, New York 14610

There will be no public opening of the submittals.

B. Required Copies: Proposers must submit:

- One signed original Statement of Qualifications and Price Proposal
- Three copies of the Statement of Qualifications and Price Proposal

They should clearly be marked as “**CSX Railroad Bridge Pipe Bridge Rehabilitation – Qualifications and Price Proposal**”. The Proposer will make no other distribution of these submittals. An official authorized to bind the Proposer to its provisions must sign proposals.

C. Economy of Preparation: The Statement of Qualifications and Price Proposal 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. 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, a sealed Statement of Qualifications and a sealed Price Proposal must arrive on or before the location, time and date specified in Section 3.1. **Requests for extension of the submission date will not be granted.** Proposers mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3 Clarification of RFQ and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email**. Questions and answers will be provided to all Proposers who have received RFQ/P's and must be acknowledged in the RFQ/P response. As per NYS Finance Law, 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 Procurement Officer. Prohibited contact may be grounds for Proposer disqualification.

3.4 Addenda to the RFQ/P

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

If the RFQ was downloaded from the MCWA 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 make sure any addenda have been issued.

3.5 Organization of Statement of Qualifications

This section outlines the information that must be included in your Statement of Qualifications. 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 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. Project Schedule:** Provide a project schedule including the tasks outlined in Section 2.
- F. Value Added Services/Benefits:** Describe any value-added services your company will provide as part of this contract and any specific benefits to MCWA as a result of this partnership.
- G. 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 annual budget;
 - c. Name and telephone number of contact person;
 - d. Summary of the services provided.
- H. Procurement Form:** Include the procurement disclosure form contained at the end of Section 4.
- I. M/WBE:** MCWA requires Consultants to utilize their best efforts to achieve goals for Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) participation on this project. On this project, that goal is a combined participation by MBE and WBE firms on a minimum of twelve percent (12%) of the total bid price. Further, neither the MBE or WBE participation should be less than two (2%) of the total bid price. You should address how your firm will achieve this goal.

3.6 Organization of Price Proposal

This section outlines the information that must be included in your Price Proposal. Please respond with your information in the same order as the items in this section. Each Price Proposal should contain prices for the following tasks:

- **Task 1.1 – Preliminary Inspection and Analysis of Structure**
- **Task 1.2 – Design Services**
- **Task 1.3 – Permitting**
- **Task 1.4 – Bidding Assistance**
- **Task 1.5 – Construction Phase Services**
- **Task 1.6 – Resident Project Representative (Inspection)**

Provide a time and materials not-to-exceed cost proposal. Include a breakdown of proposed labor hours, rates and expenses for each task.

3.7 Method of RFQ/P Evaluation

- A. RFQ/P Evaluation Committee:** Selected personnel from MCWA will form the evaluation committee for this RFQ/P. It will be the responsibility of this committee to evaluate all properly prepared and submitted SOQs and Price Proposals for the RFQ/P and make a recommendation for award.
- B. RFQ/P Evaluation and Selection Criteria:** All properly prepared and submitted SOQs and Price 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 SOQs and Price 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 weighted criteria:

Evaluation Criteria	Weighting
Qualifications/Experience of Company and Project Team	40%
Price Proposal	20%
Project Schedule	15%
Value Added Services/Benefits	10%
References	10%
Proximity of Staff	5%

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

- D. Contract Approval Process:** Proposers must be aware that any contract resulting from this request for qualifications is subject to prior approval by the MCWA Board of Directors. MCWA anticipates awarding the Contract on or about **October 8, 2026**.

3.8 Oral Presentation

Proposers who submit a proposal may also be required to make an oral presentation of and interview with the evaluation committee. These presentations will provide an opportunity for the Proposer to clarify their proposal to ensure a thorough mutual understanding. At the same time, MCWA is under no obligation to offer any Proposer the opportunity to make such a presentation.

3.9 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 Proposal bidding documents and the anticipated contract. MCWA will not consider Proposers that are in arrears to MCWA, 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 one or more Proposers.

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, 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/P, 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 MCWA’s prior written approval, 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 Application for Payment

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

- A. **Payment:** Invoices shall be delivered to MCWA by postal service first class mail or email. The Authority does not pay invoices in advance of work to be performed. Payments will be made on the Monthly Fee basis established in the Lease Agreement.
- B. **Discounts:** The Monroe County Water Authority takes advantage of all discounts for prompt payments. Our normal terms are Net 30.
- C. **Tax-Exempt Status:** Pursuant to Section 1105 of the Public Authorities Law, the Monroe County Water authority is exempt from all taxes.

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, MCWA 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 MCWA 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 MCWA. 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

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 materials submitted. However, because MCWA could be required to disclose documents received 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/P. 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 naming the Water 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. 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 Water 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 Water Authority to other than the Water 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 Water Authority's Procurement Officers for this Governmental Procurement, as of the date hereof, are identified herein. Water 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 Water 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 Water 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: _____

Contract Procurement Number: _____

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 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 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: _____

Proposer/Offerer Name: _____
(Company Name)

Proposer/Offerer Address: _____

Proposer/Offerer Phone Number: _____

APPENDIX A
MCWA PIPE BRIDGE INSPECTION REPORT



MCWA PIPE BRIDGE INSPECTION



Pipe Bridge: CSXT Trestle
Location: North of Inner Loop
Between State St and St. Paul Blvd.
Access From: Exiting small parking lot off St. Paul Blvd.
(Riverfront Park) and walking South and
West along the RR Tracks

Town: City of Rochester
County: Monroe
Date: November 24, 2025
Inspected by: Tim S., Katie S. and Justin A.
Last Inspection: Oct-24
Next Inspection: Nov-26

PIPE BRIDGE INFORMATION

Water Body Crossing:	<u>Genesee River</u>	Water Main Size & Material/Joints:	<u>20" Steel/Assumed Welded</u>
Pipe Bridge Owner:	<u>CSXT</u>	Pipe Jacketing Material:	<u>Stainless Steel</u>
Year of Construction:	<u>1974</u>	Pipe Jacketing Seams:	<u>East - Rivets, West - Bands</u>
Last Improvements:	<u>1984</u>	Pipe Support Type:	<u>Steel Saddles</u>

Type of Improvements:

New jacketing installed and pipe support structures painted

Notes:

Pipe is affixed to both CSXT bridge and its own supports, either steel structures or concrete abutments with steel plates.

Crossing is located approximately 200 feet above the river and CSXT's trestle is not safe for pedestrian use. Two people should perform inspection with fall protection equipment.

BRIDGE PHOTO

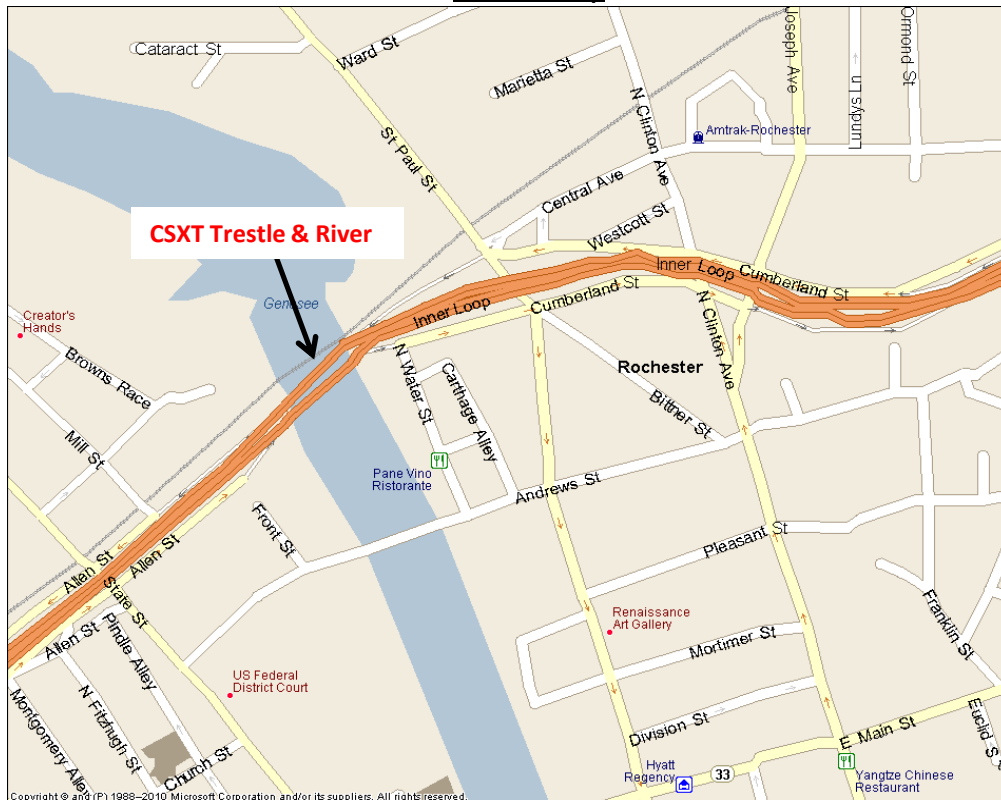


Looking southwest

PIPE BRIDGE INSPECTION CHECKLIST

Pipe Jacketing		Pipe Supports	
Item	Conditions	Item	Conditions
Bands	Good	Rollers	N/A
Rivets	Good	Saddles	Good
Screws	N/A	Pipe Bridge	
Caulking	Good	Item	Conditions
Wall Joints	Good	Structural Steel	Good - Significant rusting in some spots
Dents	Some minor denting	Paint	Good - Paint is chipping in some areas
Jacket Rusting	Minor	Bolted Connections	Good
Graffiti	None	Concrete Abutments	Good - some loose caulking at West abutment, alligator cracking at supports
Air Release	Good	Grout Pads	N/A
		Security Fence	N/A
Miscellaneous Remarks			
There is one hole in the jacketing at each end of the pipe (it was covered with duct tape) and is now exposed. Access was coordinated with the City of Rochester to photograph the underside of the pipe bridge.			

Location Map



PIPE BRIDGE INSPECTION

Recommendations

Continue annual inspection, specifically monitoring:

Denting and rusting of pipe jacket

Rusting and paint failure on structural steel (Possible candidate for painting)

Deterioration of concrete supports

Loose caulking at concrete abutments

Additional Photos



Pipe penetration at east abutment

Additional Photos



Pipe jacketing on steel supports affixed to east abutment wall, looking south west



Pipe jacketing and air release on eastern end of bridge

Additional Photos



Jacketing along eastern bridge abutment, looking west



Denting along pipe jacketing near eastern end, looking south east

Additional Photos



Pipe jacketing at bridge pier looking south



Pipe penetration at west abutment

Additional Photos



Western abutment - at CSX bridge abutment wall



Pipe jacketing and supports looking south west

Additional Photos



Pipe support at bridge pier and walkway looking south



Pipe jacking and support at pier looking south

Additional Photos



Pipe support on northern side of bridge, looking south west



Pipe supported on bridge piers, looking south

Additional Photos



Jacketing on bridge pier looking south



Steel support at east end of structure

Additional Photos



Steel support at east end of structure



Top half of steel bridge support, east end

Additional Photos



Bottom half of steel bridge support, east end



Steel supports along northern abutment looking east (accessed from underside of CSX bridge)

Additional Photos



Steel supports attached to eastern bridge abutment (accessed from underside of CSX bridge)



Underside of watermain supported on steel I-beams looking west (accessed from underside of CSX bridge)

Additional Photos



Steel support at eastern end of bridge abutment (accessed from underside of CSX bridge)



Underside of water main looking east between steel support and bridge pier (accessed from underside of CSX bridge)

Additional Photos



Underside of water main along northern facia supported on bridge piers looking west (accessed from underside of CSX bridge)