



Buffalo & Fort Erie Public Bridge Authority

Request for Proposals for
BUILDING MANAGEMENT SYSTEM INSTALLATION

*100 Queen Street
Fort Erie, ON L2A 3S6*

Date Issued: April 5, 2022

Submission Deadline: May 13, 2022 at 1:00 PM

BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY

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I. INTRODUCTION

A. General Information

The Buffalo and Fort Erie Public Bridge Authority ("the Authority") is seeking to hire a contractor to supply and install a Building Management System (BMS) at 10 Central Avenue, located within the Peace Bridge Plaza in Fort Erie, Ontario ("the Contractor").

Firms intending to respond to this RFP should notify Danielle McCaffery, Operations Coordinator, via email at dem@peacebridge.com. This will ensure that they receive all updates and/or amendments/addendums to this RFP.

All references to time of day within this RFP are expressed in Eastern Time Zone (EST).

B. Restrictions on Communications

From the date this RFP is issued until the contract award has been announced, no Respondent initiated contact with any Authority official shall be permitted regarding this RFP, other than written inquiries, as described in Section C herein. Contact includes, but is not limited to, any lobbying of individuals considered to have any influence over proposal evaluation and selection. Violation of this provision will be grounds for immediate disqualification.

C. Inquiries and Communications

All inquiries and communications relating to this RFP or the Project must be made by e-mail to:

Buffalo & Fort Erie Public Bridge Authority
Attention: Danielle McCaffery, Operations Coordinator
dem@peacebridge.com

There will be an opportunity available for submission of written questions. All questions or requests for clarification regarding this RFP must come from one point of contact per company no later than May 2, 2022 at 2:00 PM. Questions or requests for clarification received after such time and date will not receive a response from the Authority. All questions and answers will be posted online at www.peacebridge.com/rfp, and distributed via e-mail to those that provided contact information as requested, by May 4, 2022.

Contact with the Authority or any of its personnel relating to this RFP or the Project other than as stated above may be grounds for disqualification of the Respondent.

D. Responses

Respondents must submit their Responses to this RFP to the Authority no later than May 13, 2022 at 1:00 PM in the manner, and with the documents and information, specified in Part V of this RFP to the following address:

Buffalo & Fort Erie Public Bridge Authority
Attention: Danielle McCaffery, Operations Coordinator
1 Peace Bridge Plaza, Buffalo, NY 14213

Respondents are responsible for all postage or courier costs, including cross-border costs, and ensuring its respective Response is received by the Authority at the address above by the time required.

E. Modifications to the RFP

The Authority may modify any part of the RFP prior to the deadline for submission of proposals by issuance of an addendum. Any addendum issued by the Authority will be posted to the Authority website and email notification of such posting will be distributed via e-mail to all firms that provided contact information as requested.

F. Requirements

All potential Respondents are required to attend a mandatory site meeting on April 26, 2022 at 10:00 AM at 100 Queen Street, Fort Erie, ON. *Responses will not be accepted from Respondents who do not attend this site meeting.*

To be considered, a Respondent must submit two (2) hard copies and one electronic copy of the Response to the RFP, which must be received by the Authority as set out in Clause D of Part I of this RFP. The Authority reserves the right to reject any or all proposals submitted. Responses submitted will be evaluated by a Selection Committee of the Authority.

All members of the Contractor team, as well as all of the subcontractors and suppliers of any tier which will have a physical site presence to perform any part of the Work are required to undergo a security background review. Security reviews are conducted by U.S Customs and Border Protection (CBP) and/or Canada Border Services Agency (CBSA) as applicable. Individuals failing to obtain the necessary security clearances from CBP/CBSA will not be allowed access to the site. Delivery personnel making short term visits to the site for loading/unloading are typically exempt from this requirement. All visitors to the Authority's sites, including site visits in connection with this RFP process, are required to be escorted by the Authority or the Authority's representatives. All persons on site must provide proof of vaccination against COVID-19.

There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing qualifications in response to this request.

During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions. At the discretion of the Authority's Selection Committee, Respondents may be requested to make oral presentations as part of the evaluation process.

All Responses become the property of the Authority. The Authority reserves the right to retain all Responses to the RFP submitted, and to use any ideas in a Response regardless of whether or not the applicable Respondent is selected. Submission of a Response indicates acceptance by the Respondent of the conditions contained in this RFP, unless clearly and specifically noted in the Response submitted.

All qualified Respondents will be afforded equal opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. The Authority encourages minority and women-owned businesses to submit responses to the RFP.

G. Currency

All references to dollar amounts or currency in this RFP are references to Canadian dollars, unless expressly stated otherwise. All references to dollar amounts or currency in Responses will be deemed to be references to Canadian dollars, unless expressly stated otherwise.

II. DESCRIPTION OF THE AUTHORITY

A. Buffalo & Fort Erie Public Bridge Authority

The Peace Bridge is owned and operated by the Buffalo and Fort Erie Public Bridge Authority, which is an international compact entity created pursuant to a compact entered into by the State of New York, with the consent of the United States Congress, and by the Government of Canada. The Authority is governed by a ten-member Board consisting of five members from New York State and five members from Canada. The mission of the Authority is to be known as the premier Canada-United States international border crossing, providing excellence in customer service and an effective conduit for trade and tourism.

The Authority's principal asset and source of revenue is the Peace Bridge, a major international toll crossing spanning the Niagara River between Fort Erie, Ontario, and Buffalo, New York. The Authority also derives significant revenues in the form of rental and fee income from the United States Bureau of Customs and Border Protection (CBP), Public Works and Government Services Canada (PWGSC), United States and Canadian duty-free shops, commercial brokers operating on the property owned by the Authority, and from leases of communication conduits spanning the Peace Bridge.

The Authority is authorized under its legislation to establish and collect such tolls and charges as are necessary to produce at all times sufficient revenues to meet its expenses of maintenance and operation, to pay, as the same shall become due, the principal of and interest on bonds of the Authority, and to fulfill the terms of any agreement made with the holders of the bonds until such bonds and the interest thereon are fully met and discharged.

B. General Information

The Authority owns and operates the Peace Bridge which is located at the Niagara River Crossing between Buffalo, New York and Fort Erie, Ontario. The Peace Bridge measures 3,580 feet in length from abutment to abutment. The roadway is 36 feet wide from curb to curb with two six-foot pedestrian sidewalks on either side of the bridge. The Peace Bridge is a three-lane bridge with twelve-foot wide lanes, able to accommodate heavy-duty commercial loads. The center lane of this three-lane bridge is reversible, allowing two-lane operation in one direction during peak hours. The main approaches to the Peace Bridge on the United States side are the New York State Thruway (I-190) and Porter Avenue, a four lane arterial. On the Canadian side, the principal approach highways are the Queen Elizabeth Way (QEW), Highway 3, a four lane highway; and the Niagara Parkway.

The Authority also owns eight buildings on the Canadian side of the Peace Bridge and three buildings on the U.S. side. Among them is the facility located at 10 Central Avenue. This building is maintained by the Authority and is fully occupied by its tenants, U.S. Customs and Border Protection (U.S. General Services Administration) and Canada Border Services Agency (Public Works and Government Services Canada).

III. SCOPE OF SERVICES

A. General

The Buffalo and Fort Erie Public Bridge Authority (Authority) is soliciting proposals to upgrade the HVAC Building Management System (BMS) at the NEXUS Enrollment Center located at 10 Central Avenue in Fort Erie, Ontario. The existing HVAC WattMaster/Auto-Zone Controls are outdated with parts and support no longer available. The existing controls system operation manual is available upon request for reference.

The most recent mechanical drawings are included in Appendix A for reference. Please note that these drawings do not accurately represent all existing conditions. Since year 2000 there have been various minor alterations to walls, cubicle configurations, and the function of some rooms. Known changes include: walls being removed for rooms 117, 118, 119, and 120 (area is now an open space with cubicles); a new LAN room added in Room 105 between the exterior entrance and Corridor 100; and a door added between Room 105 and Corridor 127. It is the responsibility of the Respondent to examine and verify all site conditions.

The substantial completion date for this project is September 30, 2022 with final completion by October 31, 2022.

B. Background

1. Existing Equipment

The building is made up of several different office areas served by six (6) roof top units (RTUs) that provide fresh air, heating, and cooling. The RTUs are constant air volume units supplying air to a Variable Air Volume (VAV) system in the office spaces. A single boiler system provides hot water to perimeter heat, convectors and fan coil units.

The following is a list of existing equipment that the Contractor will be required to interface with during the completion of the work and should be controlled, monitored, and integrated into the BMS unless otherwise noted:

a) Roof Top Units (RTUs) – six (6) units

Single-Zone Units:

- AC-1 – Carrier M-48TCEA06A2M1018163 – 5 tons – 115,000 BTUs
- AC-5 – Carrier M-50ES-24-50 – 2 tons – vestibule

Multi-Zone Units:

- AC-2 – Carrier M-48TCEA06A2M1018164 – 5 tons – 115,000 BTUs
- AC-3 – Carrier M-48TCEA07A2M1018165 – 6 tons – 115,000 BTUs
- AC-4 – Carrier M-48TCEA08A2M1018166 – 7.5 tons – 180,000 BTUs
- AC-7 – Carrier M-48TCFD12A2M18167 – 10 tons – 250,000 BTUs

b) Split System – two (2) units

- AC-6 – Split System – Lan Room (108) – Monitor room temperature and unit operations only
- AC-8 – Split System – Lan Room (105) – Monitor room temperature and unit operations only

c) Boiler – one (1)

- Monitor & alarms only
- Weil-Mclain Ultra 299
- Existing control by aquastat, set to 60-71°C with an OSA sensor at 13°C.

d) Humidifiers – five (5) units

- AC-1 – Nortec – EL 010/550-600/1
 - Humidistat – Room 103, west wall
- AC-2 – Nortec – EL 010/550-600/1
 - Humidistat – Room 114, east wall shared with room 113
- AC-3 – Nortec – EL 010/550-600/1
 - Humidistat – Room 120, west wall shared with room 134
- AC-4 – Nortec – EL 020/550-600/1
 - Humidistat – Room 163, next to thermostat for zone damper 9
- AC-7 – Nortec – EL 020/550-600/1
 - Humidistat – Room 105, west wall
- e) Multi-Zone By-Pass Dampers – four (4)
 - AC-2 – BD-1
 - AC-3 – BD-2
 - AC-4 – BD-3
 - AC-7 – BDP
- f) Multi-Zone Dampers – nineteen (19)
 - AC-2 – three (3) zone dampers
 - AC-3 – three (3) zone dampers
 - AC-4 – five (5) zone dampers
 - AC-7 – eight (8) zone dampers
- g) Space Thermostats – twenty (20)
 - AC-1 – one (1)
 - AC-2 – three (3)
 - AC-3 – three (3)
 - AC-4 – five (5)
 - AC-7 – eight (8)
- h) Perimeter Heat (Hot Water) – three (3) zones
 - North Side – two (2) units
 - East Side – three (3) units
 - South and West Side – twelve (12) units
- i) Carbon Monoxide (CO) Sensors – seven (7) CO sensors
 - All connected with alarming through the BMS
 - One for each RTU – six (6) total
 - Boiler Room – one (1)
- j) Convectors – ten (10) convector units
 - Units located in doorways and washrooms – Standalone – No controls or monitoring required
 - Ten (10) Convector Thermostats
- k) Fan Coil Units – three (3) units
 - Units located in door vestibules – Standalone – No controls or monitoring required.
- l) Exhaust Fans – four (4) units
 - Units are standalone – No controls or monitoring required.

2. Access Conditions

The Contractor is advised of the following access conditions:

- All ceilings are drop ceiling except in Corridor 127.
- Work areas contain furniture and wall partitions. Contractor will be responsible for working around these obstructions.
- 10 Central Avenue is leased space by both the governments of Canada and the United States and occupied by federal employees of the Canada Border Services Agency (CBSA) and U.S Customs and Border Protection (CBP). Contractor personnel working on site must

be vetted and approved to work onsite by both agencies. Also, all persons on site will be required to be vaccinated for COVID-19 to work onsite.

C. Project Deliverables

The Contractor shall provide all labour, materials, services, supplies, equipment, tools, transportation, and other facilities and items necessary or proper to deliver the Building Management System (BMS) Installation Project, satisfying the below requirements and specifications.

1. Central HVAC Building Management System (BMS)

The Contractor shall provide and install a complete Building Management System (BMS) for the building's HVAC equipment identified in Section B.1 herein. The BMS shall have at a minimum the following general properties and requirements:

- a) The BMS Direct Digital Controls (DDC) shall consist of standard components kept in inventory by the Contractor.
- b) No customized components other than setting jumpers, switches, adding firmware modules or software programming to perform required functions.
- c) The DDC System shall consist of the following:
 - o The Main Central Web Based DDC Panel to be located in Electrical Room 110.
 - o Application specific controllers for equipment such as for RTUs, humidifiers, etc. to be located at the equipment (approved by PBA). For equipment outside (on the roof), if there is not room for the controller inside the equipment enclosure, the contractor will provide a NEMA 3R enclosure to house the controller and associated equipment.
 - o System architectural design shall eliminate dependence of any single device for alarm or control execution.
 - o Each controller shall operate independently performing its own control, alarm management, operator I/O, and historical data collection.
 - o The failure of a single component, controller, or network connection shall not interrupt the operation of any other devices or controllers in the system.
 - o The Central DDC Panel shall have access to data, send control commands, and alarm reporting to and from the application specific controllers and Graphical User Interface (GUI).
- d) If a server is required, it will be located in the 100 Queen Street server room; 100 Queen Street and 10 Central have an existing fiber connection.
- e) The Authority will provide a static IP address for remote access to the GUI.
- f) The Authority does not have occupied space in the building for a desk top computer. Several network drops or wireless access point(s) will be installed at strategic locations by the Authority to connect a laptop to interface with the GUI.
- g) The Authority will be providing laptops to access the BMS. Please provide minimum specifications required to operate with the new BMS. Operating system for the laptops should be MS Windows Pro.

2. Web-based Graphical User Interface (GUI)

The Contractor shall provide and install a web-based graphical user interface (GUI) for the BMS as per the following:

- a) The GUI will display floor and roof plans, individual equipment operation, individual space operation, allow adjusting of set points and alarms, force parameters to other values or modes, trending, scheduling, historical data, and alarms.

- b) GUI floor plan will display room numbers with actual temperature and set point from local thermostats. The GUI will allow changes to be made to the temperature set point for the spaces from the floorplan graphic.
- c) There will be individual graphics for each space and piece of equipment displaying all pertinent data and information.
- d) Control sequence and controlling parameters will be displayed for each individual space or equipment graphic.
- e) Single login to access the GUI. Each user will have a separate account login and password. Up to five users can be logged in at one time.

3. New Equipment to be Supplied and Installed

The Contractor shall supply and install equipment and materials necessary for the improvement of the BMS, including but not limited to the following:

- a) Roof Top Unit Controllers
 - o Six (6) controllers (one for each RTU) to interface with main controller, server and GUI.
 - o Controllers for RTUs to be located in the unit's power/control cabinet if deemed acceptable by the PBA. If there is not room for the controller inside the equipment enclosure, the contractor will provide a NEMA 3R enclosure outside of the unit to house the controller and associated equipment.
- b) By-Pass Dampers & Actuators
 - o AC-2 – 12" diameter
 - o AC-3 – 12" diameter
 - o AC-4 – 14" diameter
 - o AC-7 – 14" diameter
 - o Contractor to provide all transitions from the existing ductwork to new by-pass dampers.
- c) Zone Dampers & Actuators
 - o AC-2
 - Zone Damper 1 – 10"
 - Zone Damper 2 – 8"
 - Zone Damper 3 – 14"
 - o AC-3
 - Zone Damper 4 – 12"
 - Zone Damper 5 – 12"
 - Zone Damper 6 – 14"
 - o AC-4
 - Zone Damper 8 – 6"
 - Zone Damper 9 – 16"
 - Zone Damper 10 – 8"
 - o AC-7
 - Zone Damper 1 – 8"
 - Zone Damper 2 – 10"
 - Zone Damper 3 – 8"
 - Zone Damper 4 – 12"
 - Zone Damper 5 – 8"
 - Zone Damper 6 – 12"
 - Zone Damper 7 – 8"
 - Zone Damper 8 – 12"
 - o All zone dampers are above the ceilings
 - o Zone Dampers #2 and #3 for AC-7 are above a hard ceiling in Corridor 127

- Control wiring above the ceiling can be strung along the structure but cannot interfere with the removal of ceiling tiles to access above the ceiling, access to remove or work on light fixtures, or access to work on or remove any HVAC equipment. Wiring should be run as high as possible against the roof deck.
- Power wiring above the ceiling is to be run in conduit. EMT conduit is acceptable.
- All exterior power wiring is to be run in rigid conduit.

4. Control Sequence

Contractor to provide a written control sequence for the entire system including each piece of equipment and space. The written sequence will reference every sensor and parameter used in the system as to what it is used for and controls. Sensor and parameter nomenclature will correspond to the BMS drawings, construction documentation, and as-built documentation.

a) Changeover Temperature

- Existing – Currently, RTUs switch between cooling, economizing, and heating independently based on their individual OAT sensor. The boiler operates with its own OAT sensor.
- Proposed – The new controls will have all of the RTUs and the boiler working from one OAT sensor that controls the changeover temperature and economizing temperature.
- The changeover temperature for heating to cooling will be adjustable from the GUI and initially set at 15°C.
- The economizer temperature for the RTUs will be initially set at 17°C.

b) Roof Top Units – Operation

- All RTUs are to be controlled from a common OAT sensor.
- Please review the control sequence for the RTUs in the link below.
<https://www.carrier.com/commercial/en/us/products/packaged-outdoor/outdoor-packaged-units/48tc/>
- Provide an updated control sequence for the RTUs with the BMS integrated.
- The GUI will display critical information about the RTU operation: mode, fan status, discharge temperature, damper position, etc.
- Modes of the RTUs will be controlled by the OAT sensor and the changeover temperature.
- Multi-zone RTU set points will be determined by which mode the unit is operating:
 - Heating Mode will be activated once the OAT drops below the changeover temperature. Outside Air (OSA) dampers will be at minimum position, no modulating or economizing. Heating set point will be calculated based on the coldest zone on the RTU. Controls will modulate the RTU heater to heat the coldest zone to the RTU set point.
 - Economizer Mode (Free Cooling) will be activated between the changeover temperature and the economizer temperature. OSA/Mixed Air (MA) dampers will modulate to maintain cooling set point. Cooling set point will be calculated based on the warmest zone on the RTU. Controls will adjust RTU dampers to cool the warmest zone to the RTU set point.
 - Cooling Mode (Mechanical Cooling) will be activated once the OAT rises above the economizing temperature. OSA dampers will be at a minimum position, no modulating or economizing. Cooling set point will be calculated based on the warmest zone on the RTU. Controls will modulate the mechanical cooling to cool the warmest zone to the RTU set point.

c) Airflow Control – Multi-Zone RTUs

- RTUs are constant volume units.
- Desired space temperature is achieved by varying the airflow to the space by the zone damper (see subsection 4.b above).

- RTU airflow will be controlled by maintaining a constant discharge static pressure of the RTU through the by-pass damper.
- The discharge static pressure set point will be adjustable through the GUI.
- d) Space Temperature Control for spaces served by Multi-Zone RTUs
 - Space temperatures will be controlled by the thermostat located in the space.
 - Heating Mode – Zone damper for space will modulate open to heat the space and modulate close to cool the space.
 - Economizer Mode (Free Cooling) – Zone damper for space will modulate open to cool the space and modulate close to heat the space.
 - Cooling Mode (Mechanical Cooling) – Zone damper for space will modulate open to cool the space and modulate close to heat the space.
 - Space temperature control tolerance about set point $\pm 1.0^{\circ}\text{C}$.
- e) Space Temperature Control – Single-Zone RTUs
 - RTUs are constant volume units.
 - Space temperature will be controlled by the thermostat located in the space.
 - Set point is selected at the thermostat
 - Heating Mode – OSA dampers will be at minimum position, no modulating or economizing. Heating set point will be calculated based on thermostat set point. Controls will modulate the RTU heater to the RTU set point to satisfy the space thermostat.
 - Economizer Mode (Free Cooling) – OSA/MA dampers will modulate to maintain cooling set point. Cooling set point will be calculated based on thermostat set point. Controls will adjust RTU dampers to a RTU set point to satisfy the space thermostat.
 - Cooling Mode (Mechanical Cooling) – OSA dampers will be at minimum position, no modulating or economizing. Cooling set point will be calculated based on thermostat set point. Controls will modulate the mechanical cooling to the RTU set point to satisfy the space thermostat.
 - Space temperature control tolerance about set point $\pm 1.0^{\circ}\text{C}$.
- f) Boiler
 - Boiler will operate with the boiler manufacturer’s controls. The BMS will monitor boiler operation, alarms, and display on the GUI.
 - The boiler operation will be started and stopped by the BMS using the same OAT sensor as the RTUs.
 - Boiler will start operating once the OAT drops below the changeover temperature.
 - Boiler set point will be based on a reset schedule from the OAT.
 - Reset schedule can be adjustable from the GUI boiler display page.
- g) Perimeter Heat
 - Existing – Currently, the perimeter heat zones are controlled by thermostats in adjacent spaces and only turn on when the thermostat calls for heat.
 - Proposed – New perimeter heat control will be independent of the zone space thermostats. Perimeter heat will be activated with the boiler.
 - The building perimeter heat will be divided into three (3) zones for the different sides of the building. Each zone will have a different reset schedule and set point.
 - North Side – Control two (2) temperature control valves.
 - East Side – Control three (3) temperature control valves.
 - South and West Side – Control twelve (12) temperature control valves.
 - Perimeter temperature control tolerance about set point $\pm 2.0^{\circ}\text{C}$.
 - Perimeter heat GUI will be part of the boiler display page.
- h) Humidifiers
 - Humidifier control start and stop will be interconnected with the associated RTU.
 - Humidity will be controlled by the humidistat located in the associated space.
 - Humidity control tolerance about set point $\pm 5.0\%$ Relative Humidity (RH).
 - Humidifier GUI will be displayed on the associated RTU display page.

- i) Carbon Monoxide Sensors
 - o Carbene Monoxide sensor levels will be displayed on the associated RTU display page.
 - o Alarming – Alarm levels to be determined by Authority. Contractor to advise what the current recommended alarm levels are. Below are what has been used in the past:
 - Low Level Alarm – 25 PPM – Alarm on the BMS System only
 - High Level Alarm – 100 PPM – Alarm on BMS and at location. Flash strobe and sound horn.
- j) HVAC Scheduling
 - o The BMS through the GUI shall have the capability for occupied and unoccupied scheduling.
 - o Schedules will be set up for each RTU and Boiler/Perimeter

5. Commissioning

The Contractor shall perform commissioning on the system as per the below requirements:

- a) Commissioning of controls and equipment is to be fully documented. Contractor to provide functional performance tests for each piece of equipment and control system.
- b) Provide full commissioning and testing onsite by Contractor of each sensor, device, actuator, equipment, and system being controlled by the new BMS. An Authority employee will be required to observe and sign off on all commissioning test.
- c) GUI will be fully commissioned verifying proper display of data and parameters for equipment and spaces.
- d) All measurement and position sensors are to be calibrated. A complete list of sensors is to be provided.
- e) All valves are to be checked for full range of motion both visually and on the GUI.
- f) All alarms are to tested and verified. Alarms descriptions should be in layman terms, not solely control device names.
- g) Sequence of operation will be commissioned for each device and piece of equipment.

6. Close-out Documentation

The following documentation shall be submitted to the Authority prior to contract completion:

- a) Full system drawings with controller locations identified including controller number on a floor plan drawing;
- b) Final sequence of operation for each system and piece of equipment;
- c) Final copy of control software on a flash drive; and
- d) Commissioning report.

D. Warranty & Maintenance

The Contractor shall provide a five-year (5-year) warranty & maintenance agreement, renewable at the discretion of the Authority. The following elements shall be included in the agreement at a minimum:

- a) Five-year warranty on all parts
- b) Five-year maintenance agreement including parts and labour for troubleshooting and repair
- c) Preventative and corrective maintenance, to be provided quarterly for five (5) years (20 site visits total)
 - o Each preventative/corrective maintenance site visit to be a minimum of eight (8) hours, not including travel time

- d) All Contractor site visits to be scheduled at the convenience of the Authority and shall be accompanied by Authority employees at all times.

E. Control Changes

The Contractor shall provide at the request of the Authority changes to the BMS controls after project commissioning and shall be reimbursed for such changes on a time and materials basis at a predetermined rate or at a lump sum cost agreed to by the Authority.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Requests for Proposals issued	April 5, 2022
Mandatory site visit	April 26, 2022 at 10:00 AM
Due date for submission of questions	May 2, 2022 at 2:00 PM
Questions to be answered	May 4, 2022
Due date for Responses	May 13, 2022 at 1:00 PM

B. Expected Notification and Contract Dates

Short-listed firms notified	May 18, 2022
Presentations/interviews of short-listed firms	To be determined, at Authority discretion
Selected firm notified, contract award	May 23, 2022

The successful consultant must be prepared to commence performance for the services described herein immediately upon notice of award if directed by the Authority.

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. **Inquiries** – Inquiries concerning the request for proposals and the subject of the request for proposals must be made in accordance with Clause C of Part I of this RFP. Contact with the Authority or any of its personnel relating to this RFP or the Project other than in accordance with Clause C of Part I may be grounds for disqualification of the Respondent.
2. **Addenda: Errors and Omissions** - Respondents discovering any ambiguity, conflict, discrepancy, omission or other error in this RFP, should immediately notify, prior to the due date for proposals, the contact person set forth in Section V.A.1 and advise of such error and request clarification or modification of the document. Modifications to this RFP will be issued by addenda and clarifications will be communicated by written notice to each party that was furnished a RFP.

If a Respondent fails to notify the Authority prior to the due date for Responses, of a known error, or an error that reasonably should have been known, the proposer assumes all risk. If awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its late submission.

3. **Submission of Proposals** - The following material is required to be included in all Responses for a Respondent to be considered:
 - a. Two (2) hard copies and one (1) electronic copy of the Response to include the following:
 - (i) *Title Page* – Title page showing the request for proposals subject; the firm’s name; the name, address, and telephone number of the contact person; and the date of the Response.
 - (ii) *Table of Contents*
 - (iii) *Transmittal Letter* – A signed letter of transmittal briefly stating the Respondent’s understanding of the work to be completed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the Response is a firm and irrevocable offer. The transmittal letter should also state the name, telephone number and e-mail address of the official within the firm who will serve as the Authority’s primary contact concerning the Response. An unsigned Response will be rejected.
 - (iv) *Non-collusive Response Certification* – The Respondent must provide a signed statement certifying the following:
 - o the Response is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm or corporation;
 - o that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response, or decline to submit a Response;
 - o that the Respondent has not sought, by collusion, to obtain any advantage over any other Respondent or over the Authority.
 - (v) *Detailed Proposal* – The detailed proposal should follow the order set forth in Section B of Part V of this request for proposals.
 - (vi) *Cost Proposal* – The cost proposal should follow the order set forth in Section C of Part V of this request for proposals.
 - (vii) Respondents should submit the completed Response in the manner set forth in Section D of Part I of this RFP.

B. Detailed Proposal

General Requirements – The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the consultant seeking to undertake services in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this engagement. It should also specify the type of service approach that will meet the request for proposal requirements.

The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects, item Nos. 1 through 12, must be included. They represent the criteria against which the proposal will be evaluated. Responses are limited to twenty (20) pages, excluding the title page, table of contents, transmittal letter, non-collusive proposal certificate and cost bid, and requested resumes, prepared as single-sided pages on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

For clarity purposes, the Authority requests that you restate each question, with the answer stated directly below each question.

1. **Independence and Ethical Practices** – The Respondent should provide an affirmative statement that it is independent of and dealing at arm's length with the Authority, is not in breach of the Authority's Ethics Policy, and will avoid any actual or perceived conflict of interest. Conflict of interest is defined as a situation in which a person is, or is perceived to be, in a position to benefit more preferentially than in an open market situation. The Authority will provide copies of its Ethics Policy upon request by Respondents.
2. **Licensed to Practice** – Each Respondent performing any part of the Work must provide an affirmative statement that each one is properly licensed (or capable of being, and not barred from becoming, licensed) to carry on business in the State of New York and/or the province of Ontario, as applicable, and as otherwise required to complete the Project.
3. **Disciplinary Actions** – The Respondent should provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the past five (5) years with federal or state regulatory bodies or professional organizations.
4. **Respondent Qualifications and Experience** – The Respondent should include the following information:
 - a. Company name, location of firm headquarters, location of office from which services would be rendered to the Authority.
 - b. Description of the Respondent, including ownership structure, number of partners and employees, number of years in business, and a brief description of the services the firm offers.
 - c. List your firm's most significant engagements (maximum of 5) for the last five (5) years that are similar to the engagement described in this request for proposal. Include information on each engagement in the following format:
 - (i) Name of client
 - (ii) Number of years serving this client
 - (iii) Name of personnel in charge of this client (project manager)

(iv) Brief description of services provided

From these engagements, provide at least three (3) references containing contact name, address and telephone number

- d. List all anticipated primary sub-consultants proposed for this contract and include a description of the firm and contact information for each.
- e. List separately all engagements, within the last ten (10) years, with the Authority by type of engagement. Indicate the scope of work, date, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

5. Experience of Project Manager and Key Staff – The Respondent should identify the project manager, lead engineer/designer, installation technician, service technician, and other key staff for the assignment. The Respondent should include information regarding staff qualifications required to satisfy the Scope of Services outlined in Part III of this RFP. The Respondent should include the following information:

- a. Provide an organizational hierarchy of key staff specific to this contract.
- b. For each key staff, detail the following:
 - (i) General qualifications: general education, training, length of experience, positions held, time with firm, and so forth.
 - (ii) Adequacy for assignment: experience in specific sector or field.
 - (iii) Experience in region: knowledge of local issues.
- c. In an appendix to the response, provide resumes for key professional staff who would be assigned to this engagement, including project managers for each primary sub-consultant.

6. Proposed Subcontractors – The Respondent should identify the elements of the Work that will be subcontracted (e.g. electrical, HVAC, plumbing, etc.) and provide names of prospective subcontractors for each element as appropriate. If a subcontractor's work is representative of more than 50% of the Respondent's cost proposal then that subcontractor shall provide their own Detailed Proposal as per this Section of the RFP, to be included as an appendix to the Response.

7. Value-Added Services – The Respondent should identify and describe services offered which may add value (i.e., decrease cost, increase efficiency, etc.) to the Authority.

8. Distinguishing Features – The Respondent should identify and describe the most important attributes that distinguish your firm from competing firms, and how those attributes will benefit the Authority.

9. Identification of Anticipated Potential Problems – The proposal should identify and describe any anticipated potential problems/challenges in providing the service requested, the firm's approach to resolving these problems and any special assistance that will be requested from the Authority.

10. Proposed Project Schedule – The Respondent should provide a schedule for completion of the Work as described in Part III of this RFP, broken down into major tasks. The schedule shall also identify equipment procurement and lead times, phased installation of controls by equipment, and commissioning.

11. Proposed System – The Respondent should provide the following information regarding the anticipated proposed BMS system:

- a. The anticipated control hardware manufacturer to be used in this project, along with make/model as appropriate.
- b. A list of parameters that can be controlled, displayed, and changed by the BMS

12. Sample Documentation – The Respondent should provide the following sample documentation from previously completed work of similar scope. Redacted documents/images will be accepted if needed.

- a. Graphical User Interface (GUI) screenshots (five (5) pages maximum)
- b. Written control sequence – partial (five (5) pages maximum)
- c. Control drawings – partial (five (5) pages maximum)
- d. Commissioning report – partial (ten (10) pages maximum)

C. Cost Proposal

1. Professional Fees – The Authority is interested in achieving high quality services at the lowest possible cost.

The Authority will not be responsible for expenses incurred in preparing and submitting the technical proposal or the cost bid. Such costs should not be included in the proposal.

The cost proposal should be contained in a separate, sealed envelope. The first page of the cost bid should include the following information:

- a. Name of Respondent.
- b. Certification that the person signing the Response is entitled to represent the firm, empowered to submit the Response, and authorized to sign a contract with the Authority.
- c. The Respondent should provide an affirmative statement that the Response includes all services noted within Part III of this request for proposal.
- d. Provide examples of fees that you have charged on recent similar recent contracts.
- e. Describe proposed measures to reduce the costs of services, while maintaining high quality services.
- f. Supply all-inclusive costs for performing the scope of services outlined in Section C of Part III of this RFP. Costs should include labour, materials, equipment, travel time, and any other costs associated with the scope of work.
 - (i) Payment will be on a Lump Sum basis: 25% upon completion of design and approval of submittals; 50% upon completion of installation with all equipment and controls operational, and remaining 25% upon completion and sign-off on commissioning.

- g. Supply all-inclusive costs for performing the Warranty and Maintenance scope of services outlined in Section D of Part III of this RFP. Costs should include labour, materials, equipment, travel time, and any other costs associated with the scope of work. Also provide a yearly breakdown of costs.
 - h. Supply a proposed 5-year rate sheet for any additional work to be assigned/performed (see Section E of Part III of this RFP). Rate sheets shall detail hourly rates (billable) for the various technical classifications of workers and identify specific personnel.
2. **Out-of-Pocket Expenses** – Enumerate typical out-of-pocket expenses, if any, for the proposed engagement not included in Section C.1.f. and/or C.1.g. herein.

VI. EVALUATION PROCEDURES

A. Review of Responses

The Committee will review qualifications of the Responses. Consultants with unacceptably low technical qualifications will be eliminated from further consideration.

After the qualifications for each Respondent has been established, the cost proposal will be examined.

B. Evaluation Criteria

Responses will be evaluated by the Authority's Selection Committee using three sets of criteria. Respondents meeting the mandatory criteria will have their Responses evaluated for both technical qualifications and cost. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- a. The Respondent is independent and has no conflict of interest with regard to any other work performed by the firm for the Authority.
- b. The Respondent adequately addresses actual and pending disciplinary actions and has a record of quality work.
- c. The Respondent adheres to the instructions in this request for proposal on preparing and submitting the Response.

2. Technical Quality

- a. Expertise and Experience
 - (i) The Respondent's qualifications and past experience and performance on similar engagements.
 - (ii) Project manager and key staff qualifications and past experience and performance on similar engagements.
 - (iii) The Respondent's approach towards identifying and resolving potential problems/challenges in providing the services requested.
 - (iv) The firm's distinguishing and value-added services.

3. Cost Proposal

Fee, while important, will not be the primary factor in the selection of an architectural firm, however, it will be considered when evaluating the overall value of the Response. The Authority is not obligated to accept the Respondent with the lowest cost proposal.

C. Oral Presentations

During the evaluation process, the Selection Committee, at their discretion, may request any one or all firms to make oral presentations. Such presentations will provide Respondents with an opportunity to answer any questions that the Selection Committee may have on their Response. Not all Respondents may be asked to make such oral presentations.

D. Final Selection

The Authority will select a Respondent based upon the recommendation of the Authority's Selection Committee.

It is anticipated that a firm will be selected by May 23, 2022. Following notification of the firm selected, it is expected that a contract will be executed between both parties within five business days.

The Authority reserves the right to enter into negotiations with any Respondent designed best qualified in order to determine satisfactory terms and conditions of a final contract and to end such negotiations, at its discretion, and to designate and commence negotiations with an alternate best qualified Respondent.

In accordance with the policy approved by the Board of Directors of the Authority, the Selection Committee will not conduct debriefing sessions with unsuccessful Respondents.

E. Right to Reject Proposals

Submission of a Response indicates acceptance by the Respondent of the conditions contained in this request for proposal unless clearly and specifically noted in the Response and confirmed in the contract between Authority and the Respondent selected.

As specifically endorsed by the Authority Board of Directors, contact or communications with personnel of the Authority other than as specified in Section B of Part I of this RFP will result in automatic rejection of a proposal.

The Authority may reject Responses from those Respondents who do not attend the scheduled mandatory site meeting.

The Authority reserves the right without prejudice to reject any or all Responses, waive any and all informalities, and the right to disregard all non-conforming or conditional Responses. The Authority reserves the right to accept any Response deemed to be in its best interest even though the Response is not mathematically the lowest price.

VII. FORM OF AGREEMENT

A copy of the Authority's standard agreement is attached as Exhibit A herein. The Authority reserves the right to modify such standard agreement. The Authority will not use a consultant prepared agreement. The successful Respondent will be required to enter into a contract using the Authority's standard agreement. The firm is encouraged to review this agreement with their legal counsel before submitting a Response.

VIII. GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply throughout this RFP and to the Response. Any change or amendment to the terms and conditions of this RFP are of no effect unless set out in a written Addendum to this RFP issued by the Authority.

F. Applicable Law

This RFP, and any contract, which may subsequently arise from this RFP, shall be governed by the law of the United States of America, as applicable to an international compact entity. The appropriate jurisdiction for any disputes which arise from the RFP or any contract which may arise from this RFP, shall be the United States district Court for the Western District of New York, provided this court has requisite jurisdiction.

The section titles are for convenience only and shall not be construed to affect the meanings of the sections titled.

G. No Obligation to Proceed

Nothing in this RFP obliges the Authority in any way to proceed to award a Contract or proceed with the Project. The Authority may terminate this selection process at any time and proceed with the Project, in whole or in part, in the same or some other manner, including reissuing the same or a different RFP in relation to the Project. This RFP does not constitute an offer to enter, or obligate the Authority to enter, into a contract with any person and is not intended to create any binding contract, often referred to in Canada as Contract "A".

H. Access to Information Legislation

1. In fulfilling its public service responsibilities, the Authority adopted a policy and procedure (the "**FOIL/AIA Policy**") for responding to requests for information, including requests made pursuant to the New York or Federal *Freedom of Information Law* ("**FOIL**") and the Canadian *Access to Information Act* ("**AIA**"). While the Authority is not subject to either FOIL or the AIA, the Authority does voluntarily respond to requests for information and gives effect to the principle that the public has a right to know.
2. In accordance with the FOIL/AIA Policy, the Authority will make available for public inspection and copy all records except those that the Authority denies access to or portions thereof that:
 - (a) are rendered confidential or privileged or are exempted from disclosure by Federal or state law in the United States or provincial or Federal statutes of Canada;
 - (b) if disclosed, would constitute an unwarranted invasion of personal privacy (including as this concept is given effect in the *Personal Protection Privacy Act* (Canada) and the *Personal Information and Electronic Documents Act* (Canada)) as more particular set out in the FOIL/AIA Policy;
 - (c) if disclosed, would impair present or future contract awards or collective bargaining or negotiations of leases, permits, contracts or other agreements;

- (d) are confidential trade secrets or financial, commercial, scientific or technical information of the Authority or a third party (including a governmental entity) that if disclosed could cause substantial injury to the competitive position of the Authority or such party;
- (e) are compiled for public safety, law enforcement or official investigatory purposes (internal and external) and which, if disclosed, may affect public safety, interfere with proceedings, or deny or prejudice a right to a fair trial or impartial negotiation, or identify a confidential source or disclose confidential information relating to an audit or a civil, criminal, or internal or external disciplinary investigation;
- (f) if disclosed, would endanger the life or safety of any person;
- (g) are in any way related to the security of the Bridge or property associated with federal government functions;
- (h) if disclosed, would jeopardize the Authority's capacity to guarantee the security of its information technology assets, such assets encompassing both electronic information systems and infrastructures;
- (i) are materials of any governmental agency (state, local, municipality, region, public authority) other than statistical or factual tabulations of data, specific instructions given to staff, final approved policies and all external audits where these materials or instructions are not exempted;
- (j) are photographs, microphotographs, videotape or other recorded images that could impact upon personal privacy;
- (k) that contains information that was obtained in confidence from the government of a foreign state or institution thereof, an international organization of states or institution thereof, the government of a province, municipality or region or institutions thereof or an aboriginal government (as defined in Nisga'a Final Agreement Act);
- (l) is subject to a solicitor-client or attorney-client privilege;
- (m) if disclosed, could affect, impact or be expected to prejudice the competitive position of a government institution (which may include the Authority) or specific business entities with which government institutions (which may include the Authority) deals.

3. In submitting any document, information or other record to the Authority, including the Response, each Respondent acknowledges and accepts the FOIL/AIA Policy. Except as expressly set out in this RFP or the FOIL/AIA Policy, all documents, information and other records submitted in response to this RFP will be considered confidential. However, such information or parts thereof may be released pursuant to FOIL/AIA Policy. Respondents are also advised that FOIL/AIA Policy may provide protection for confidential and proprietary business information. Respondents are advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Responses.

4. Subject to the provisions of the FOIL/AIA Policy, the Authority will use reasonable efforts to safeguard the confidentiality of any information identified by the Respondent as confidential but the Authority shall not be liable in any way whatsoever to any Respondent or Respondent Team Member if such information is disclosed pursuant to the FOIL/AIA Policy.

I. Confidentiality of Information

Respondents will be required to enter into a confidentiality agreement.

J. No Liability - Information

1. This RFP may not contain all of the information that a Respondent may need in deciding whether to submit a Response. The Authority accepts no responsibility for any person lacking any information.
2. The Authority will not be liable for any information or advice or any errors or omissions that may be contained in this RFP or the data, materials or documents (electronic or otherwise) provided to the Respondents or prospective Respondents in the RFP process or otherwise with respect to the Project.
3. The Authority makes no representations or warranties and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFP or the data, materials or other documents. The Authority will not be responsible for any claim whatsoever arising from a Respondent's or prospective Respondent's reliance on or use of this RFP or any such data, materials or other documents which are provided, delivered, made available or required by the Authority.
4. Each Respondent and prospective Respondent is responsible for obtaining its own independent legal, financial, engineering, architectural, environmental and other technical or professional advice, and making its own investigations with respect to the Project, this RFP, the RFP process and any data, materials or other documents provided, delivered or made available or required by the Authority or its Representatives. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and has obtained such advice and that the Respondent is willing to assume and does assume all risks affecting the Project, except as otherwise specifically stated in this RFP.

K. No Liability - RFP Process

The Authority does not, by issuing this RFP or by any communication or documentation made or provided in connection with this RFP, incur any duty of care or contractual obligation to any Person.

L. Rights of the Authority

The Authority may at any time, with or without notice:

1. reject and not consider a Response from a Respondent, or disqualify any Respondent where (i) the Respondent or any Respondent Team Member (including any Joint Venture Member if the Respondent is a Joint Venture Respondent) has been disqualified from a procurement process undertaken by the Authority as the result of

any criminal charges related to inappropriate bidding practices or unethical behaviour (ii) there are any outstanding criminal charges related to inappropriate bidding practices or unethical behaviour by a Respondent or a Respondent Team Member or any of their Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction (iii) there is evidence satisfactory to the Authority that, based on past conduct or behaviour, the Respondent or any or a Respondent Team Member is unsuitable or has conducted themselves improperly or (iv) the Authority determines that the Respondent or any or a Respondent Team Member performance on other contracts is sufficiently poor to jeopardize the completion of the Project;

2. consider, in the evaluation of a Response, (i) any dispute involving a Respondent or Respondent Team Member and (ii) any instances of poor performance of a Respondent or Respondent Team Member, or any other unfavourable experiences with any of them, that the Authority has experienced;
3. amend the scope or details of the Project, or modify, cancel, amend, supplement, clarify or suspend the whole or any part of the Project, this RFP, the RFP process or any or all stages of the Bid process;
4. reissue a Request For Proposals for the Project the same as this RFP or a different request for qualifications document in connection with the Project;
5. reject or disqualify all or any Responses or Respondents; and
6. waive any material or non-material deficiency or failure to comply with the requirements of this RFP.

M. Ethical Behaviour Confirmation

Without limitation of any other rights of the Authority or the requirements of this RFP, in order to ensure the integrity, openness and transparency of the selection process, the Authority may:

1. impose at any time on all Respondents and any Respondent Team Member additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of a Respondent and any of the members of the Respondent Team; and
2. require that any or all Respondents and/or any Respondent Team Member at any time during the proposal process provide the Authority with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Respondent and all Respondent Team Members with such policies, processes and controls.

In the event that any Respondent and/or Respondent Team Member:

3. fails to comply with any requirement prescribed by the Authority pursuant to this Clause H; or
4. complies with the Authority's requirement as prescribed in accordance with this Section, but the Authority determines that any Respondent and/or Respondent Team Member has or may have engaged in inappropriate bidding practices or unethical behaviour, the Authority shall have the right, at any time to reject and not consider a Response from a Respondent.

N. Restriction on Communication between Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Response or the Response of another Respondent. Each Respondent shall prepare and submit its Response independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Respondent. The Respondent shall ensure that its key individuals and members of Respondent Team and their respective representatives and Affiliates comply with this Clause I. By submitting a Response, a Respondent on its own behalf and as authorized agent of each Respondent Team Member, key individual and their respective representatives and affiliates represents, warrants and confirms to the Authority that its Response has been prepared and submitted without collusion or fraud, or in violation of any applicable law and in fair competition with prospective Respondents, prospective Respondent Teams, and other Respondents.

O. Verification of Information

The Authority may independently verify any information received in or in respect of any Response pursuant to this RFP. The Authority may disqualify any Respondent who's Response:

1. contains any false or misleading information; or
2. fails to disclose any information that would, if disclosed, materially adversely affect the Authority's evaluation of such Respondent's Response.

P. Conflicts of Interest

1. For the purposes of this RFP, the term "conflict of interest" includes any situation or circumstance which is a conflict of interest under the Authority's Ethics Policy or where a Respondent, a Respondent Team Member, their respective Representatives and affiliates and/or a key individual of a Respondent Team Member, has, could be perceived to have or could possibly acquire:
 - contractual or other obligations to the Authority or any the Authority Party that could or could be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - knowledge or information (other than information disclosed by the Authority in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage.
 - commitments, relationships, financial interests or involvement in ongoing litigation:
 - that could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Authority's independent judgment;
 - that could or could be seen to compromise, impair, challenge, be in opposition to or be incompatible with the Project or the effective

performance of the Authority's obligations under this RFP or the Contract; or

- in which the Authority is an adverse party.

In determining conflict of interest, the Authority may consider and have regard to relevant codifications in Canada and the US such as, in the US, 23 CFR 1.33 and 23 CFR 636.116 and, in Canada, the Code of Conduct for Procurement (2014-11-27) of Public Works and Government Services Canada.

2. Each Respondent must use its best efforts to avoid any conflict of interest in relation to the Project, and comply with any requirements prescribed by the Authority to mitigate or resolve any conflict of interest which may arise.
3. Throughout the RFP process, each Respondent shall, and it shall ensure that its Respondent Team Members and their respective representatives and affiliates and key individuals, promptly disclose to the Authority in writing any conflict of interest. At the time of such disclosure, the Respondent shall include any information and documentation that demonstrates appropriate measures have been or will be implemented to mitigate, minimize or eliminate the conflict of interest. The Respondent shall provide such additional information and documentation and implement such additional measures as the Authority may require in connection with the Authority's consideration of the conflict of interest and proposed measures.
4. The Authority may waive any and all conflicts of interest. A waiver must be in writing and may be upon such terms and conditions as the Authority requires to ensure that the conflict of interest has been appropriately managed, mitigated and minimized including requiring the Respondent and/or its Respondent Team Members to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the Authority to manage, mitigate and minimize the impact of such conflict of interest.
5. The Authority may immediately disqualify a Respondent or require a Respondent to remove and/or replace a Respondent Team Member and/or key individual, if, in each case as determined by the Authority, the Respondent fails to disclose a conflict of interest, the Respondent fails to comply with any requirements prescribed by the Authority to mitigate or resolve a conflict of interest, or the conflict of interest issue cannot be mitigated or otherwise resolved.
6. The determination of the Authority as to whether a conflict of interest exists shall be final and binding.

Should any of the above language conflict with the Authority's existing policies, the Authority's policies shall prevail.

Q. Request for Clarification - Conflicts

A prospective Respondent or Respondent Team Member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or a Respondent Team Member of that Respondent has or may have a conflict of interest, is encouraged to request an advance ruling in accordance with this Section through the following process may, on a confidential basis, request a "clarification from the Authority by submitting an inquiry in accordance with Clause C of Part I of this RFP, and providing all relevant information The

Authority may request additional information. The Authority will not be held liable for any determination on verification issued in relation to conflicts of interest on possible conflicts of interest or possible conflicts of interest.

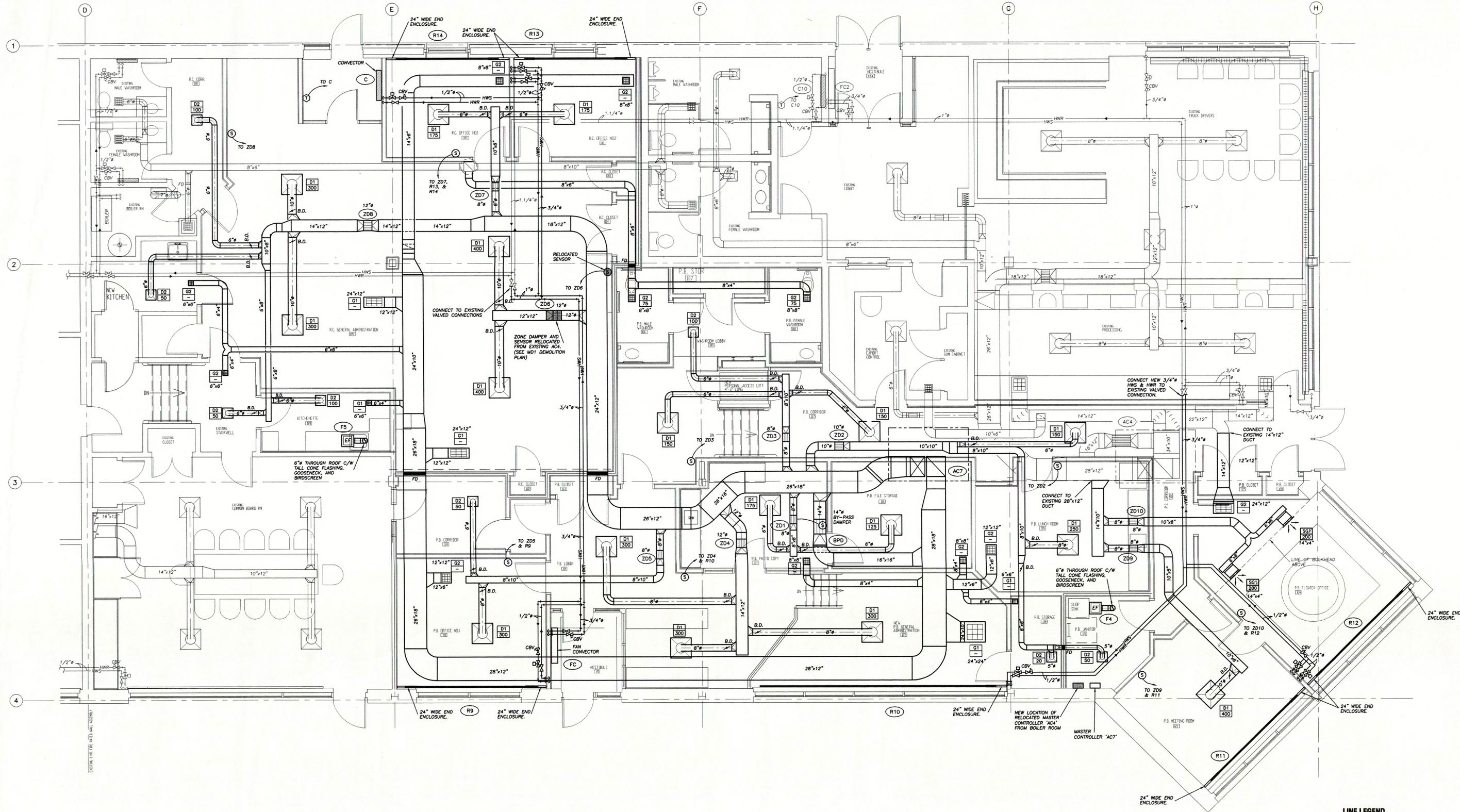
R. Respondent Team

- 1.** Respondent Team Members, including affiliates of Respondent Team Members, may not be Respondent Team Members of any other Respondent, unless (a) the Authority expressly approves in advance, (b) a Respondent Team Member is removed from one Respondent Team in accordance with this Clause M, or (c) the Respondent is not pre-qualified and joins a Respondent that has been pre-qualified in accordance with this Clause M.
- 2.** If a Respondent wishes to remove, add or otherwise change a Respondent Team Member (including any Joint Venture Member if the Respondent is a Joint Venture Respondent) after the submission of its Response, then it must first obtain the written approval of the Authority, which approval may be granted in the Authority's sole discretion. In making its determination to grant or deny such approval, the Respondent will provide the Authority with such information, documents and other records as the Authority may request, including all information, documents and other records required under this RFP and all agreements and amendments to agreements demonstrating the amended Respondent Team structure.
- 3.** A Change in Control of a Respondent Team Member is deemed to be a change to such Respondent Team Member for the purposes of this Clause M, and requires the approval of the Authority.

APPENDIX A - DRAWINGS

FLOOR PLAN ~ HVAC LAYOUT

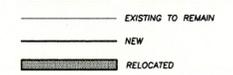
SCALE: 1/4" = 1'-0"



HVAC NOTES:

- 1) NEW AIR CONDITIONING UNIT AC7 AND EXISTING AIR CONDITIONING UNITS AC1 THROUGH AC4 ARE TO BE EQUIPPED WITH STEAM HUMIDIFIERS. SEE DRAWING M2 FOR LOCATIONS AND DETAILS.

LINE LEGEND



PHASE THREE ALTERATIONS TO:
121 GARRISON ROAD
 FORT ERIE, ONTARIO

PIRAMOND + RAIWONDO
 ASSOCIATE ARCHITECTS INC.



Engineering Concepts Niagara
 Professional Mechanical & Electrical Engineers



ISSUED FOR COMMENTS
 A. 2000/03/03
 ISSUED FOR TENDER
 B. 2000/04/12

DRAWN BY: D. HILLS
 DATE: JANUARY 2000
 SCALE: 1/4" = 1'-0"
 FILE NO: 991106
 CHECKED: T. BRANNAN
 PRINTED:

DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS TO THE ARCHITECT BEFORE PROCEEDING. ALL DIMENSIONS AND NOTATIONS UNDER COPYRIGHT. DRAWINGS ARE NOT VALID FOR CONSTRUCTION UNTIL SEALED AND SIGNED BY THE ARCHITECT. THE USER AGREES TO HOLD THE DESIGN PROFESSIONAL HARMLESS FROM AND AGAINST ALL LIABILITY AND DAMAGE BY THE DESIGN PROFESSIONAL TO ANY PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS NOT ENTERED INTO A CONTRACT.

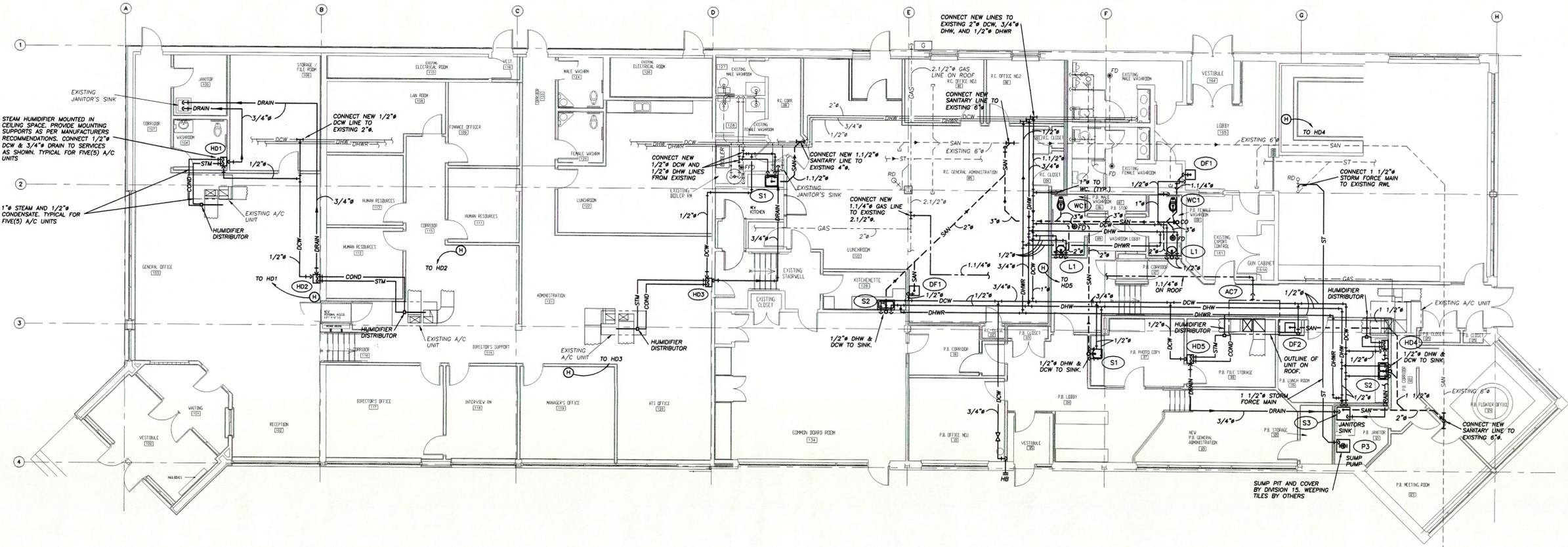


M1

MECHANICAL ~ HVAC

82 Lake Street
 St. Catharines, Ontario
 L2R 5X4
 Tel: 905-357-7410
 Fax: 905-357-9821
 Email: admin@ecni.ca

4395 Kent Avenue
 Niagara Falls, Ontario
 L2H 1G9
 Tel: 905-357-4441
 Fax: 905-357-9823



FLOOR PLAN ~ PLUMBING LAYOUT
SCALE: 1/8" = 1'-0"

ITEM	ISSUED FOR COMMENTS	ISSUED FOR TENDER

NO.	DATE
A.	2000/03/03
B.	2000/04/12



3950 Kent Avenue
Newmarket, Ontario
L9B 1J1
Tel. 905-357-4441
Fax. 905-357-9203

88 Lakes Street
St. Catharines, Ontario
L9R 5X4
Tel. 905-687-7410
Fax. 905-687-9521

PIRANO + RAVONDI
ASSOCIATE ARCHITECTS INC.

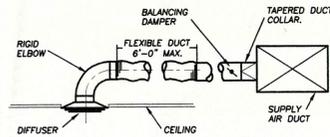
Engineering Concepts Niagara
Professional Mechanical & Electrical Engineers

PHASE THREE ALTERATIONS TO:
121 GARRISON ROAD
FORT ERIE, ONTARIO

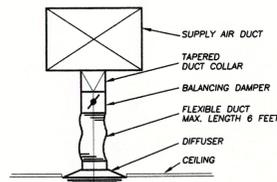
MECHANICAL ~ PLUMBING

DRAWN BY:	D. HILLS
DATE:	JANUARY 2000
SCALE:	1/8" = 1'-0"
FILE NO.:	99106
CHECKED:	T. BRANNAN
PRINTED:	

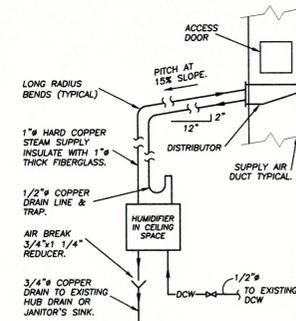
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**TYPICAL SIDE TAKEOFF
DIFFUSER CONNECTION DETAIL**
SCALE: NTS

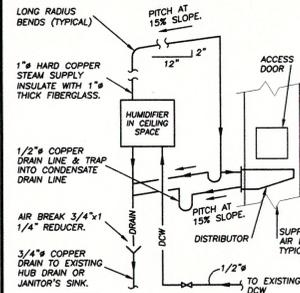


**TYPICAL BOTTOM TAKEOFF
DIFFUSER CONNECTION DETAIL**
SCALE: NTS

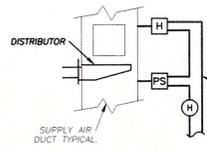


**TYPICAL HUMIDIFIER WITH
DISTRIBUTOR ABOVE UNIT**
SCALE: NTS

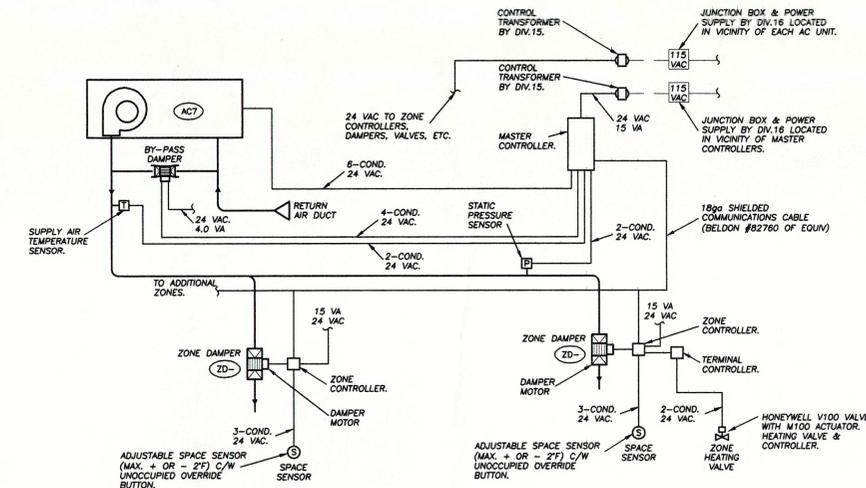
HUMIDIFIER PIPING SCHEMATIC ~ HD1 THROUGH HD5
SCALE: NTS



**TYPICAL HUMIDIFIER WITH
UNIT ABOVE DISTRIBUTOR**
SCALE: NTS



HUMIDIFIER CONTROL SCHEMATIC ~ HD1 THROUGH HD5
SCALE: NTS



TYPICAL ZONE WITHOUT PERIMETER HEAT
SCALE: NTS

TYPICAL ZONE WITH PERIMETER HEAT
SCALE: NTS

AIR CONDITIONING UNIT 'AC7' CONTROL SCHEMATIC
'AC7' IS CONTROLLED BY AN INDIVIDUAL YORK EZ ZONE
COMMERCIAL ZONE CONTROL SYSTEM

SEQUENCE OF OPERATION

AIR CONDITIONING UNIT 'AC7' SEQUENCE OF OPERATION
REFER TO YORK 'EZ ZONE' PRODUCT DOCUMENTATION FOR FULL DETAILS AND SEQUENCES.

OCCUPIED MODE:
MASTER CONTROLLER - GENERAL
DURING THE OCCUPIED PERIOD, THE SUPPLY FAN OPERATES CONTINUOUSLY.
MASTER CONTROLLER - STATIC PRESSURE CONTROL
THE BYPASS DAMPER MODULATES TO MAINTAIN GIVEN STATIC PRESSURE.
MASTER CONTROLLER - SELECTING HEATING/COOLING
A VOTE FOR COOLING DEMAND IS RECOGNIZED IF THE TEMPERATURE OF ONE ZONE IS MORE THAN 1 DEGREE ABOVE THE OCCUPIED COOLING SETPOINT.
A VOTE FOR HEATING DEMAND IS RECOGNIZED IF ONE ZONE IS TEMPERATURE IS MORE THAN 1 DEGREE BELOW THE OCCUPIED HEATING SETPOINT.
THE DEMAND VALUE FOR HEATING AND COOLING OF ALL THE ZONES IS SUMMED AND COMPARED. THE SYSTEM WILL GO INTO THE MODE WITH THE GREATEST DEMAND VALUE.
IF ALL ZONE TEMPERATURES ARE LESS THAN 1/2 DEGREE FROM THEIR COOLING OR HEATING SETPOINTS, THE SECOND STAGE OF COOLING AND HEATING WILL BE LOCKED OUT.

COOLING AND HEATING PRIORITIES CANCEL WHEN THE ZONE SPACE TEMPERATURE FALLS BACK TO WITHIN 2 DEGREES OF ITS HEATING OR COOLING SETPOINT.
MAVERICKS: WHEN A ZONE GOES INTO A PRIORITY COOLING OR HEATING MODE AND IS STILL A PRIORITY AFTER 60 MINUTES HAS EXPIRED, THE SYSTEM WILL CONSIDER IT TO BE A 'MAVERICK' ZONE AND ITS VOTE NOT COUNTED.
ZONE CONTROL - DAMPER ACTUATOR
IN THE OCCUPIED MODE, THE ZONE CONTROLLER DETERMINES ONE OF THE THREE STATES OF OPERATION; VENT MODE, HEATING MODE, OR COOLING MODE.
IF THE SUPPLY AIR TEMPERATURE IS MORE THAN 5 DEGREES BELOW THE ZONE TEMPERATURE, THE CONTROLLER OPERATES THE DAMPER ACTUATOR IN COOLING MODE.
IN THE COOLING MODE, THE SPACE TEMPERATURE CAUSES THE ZONE DAMPER TO MODULATE TO THE MINIMUM SETPOINT IF THE SPACE TEMPERATURE IS AT LEAST 1/2 DEGREE BELOW THE COOLING SETPOINT. INITIAL SET UP MINIMUM POSITION IS 50%.

IF THE SUPPLY AIR TEMPERATURE IS MORE THAN 5 DEGREES ABOVE THE ZONE TEMPERATURE, THE CONTROLLER OPERATES THE DAMPER ACTUATOR IN THE HEATING MODE.
IN THE HEATING MODE, THE SPACE TEMPERATURE CAUSES THE ZONE DAMPER TO MODULATE TO THE MINIMUM SETPOINT IF THE SPACE TEMPERATURE IS AT LEAST 1/2 DEGREE ABOVE THE HEATING SETPOINT. INITIAL SET UP MINIMUM POSITION IS 50%.

TERMINAL CONTROLLER
a. RELAY #1 - WHEN THE ZONE IS OPERATING IN THE COOLING MODE, THE ZONE TEMPERATURE IS MORE THAN 1/2 DEGREE BELOW ITS HEATING SETPOINT AND THE ZONE DAMPER IS AT IT MINIMUM POSITION, THIS RELAY WILL ENERGIZE.
b. RELAY #2 - THIS RELAY WILL ENERGIZE IF THE SPACE TEMPERATURE IN THE ZONE DROPS MORE THAN 1-1/2 DEGREES BELOW THE HEATING SETPOINT.
c. RELAY #3 - IF THE SPACE TEMPERATURE IN THE ZONE DROPS MORE THAN 1/2 DEGREE BELOW THE HEATING SETPOINT, RELAY #3 WILL ENERGIZE AND THE RADIATOR VALVE WILL OPEN.
d. RELAY #4 - WHEN THE FAN IN THE AIR CONDITIONING UNIT IS OPERATING, THIS RELAY WILL ENERGIZE.

SCHEDULE
IN THE AUTO MODE, THE MASTER CONTROLLER ALLOWS FOR A SEVEN-DAY SCHEDULE WITH ONE START TIME AND ONE STOP TIME EVENT PER DAY AND HOLIDAY.

UNOCCUPIED MODE:
MASTER CONTROLLER
COMMUNICATIONS ARE IDENTICAL TO THE OCCUPIED MODE EXCEPT THAT THEY NOW CONTROL TO THE UNOCCUPIED HEATING AND COOLING SETPOINTS. THE FAN IN THE AIR CONDITIONING UNIT REMAINS OFF UNTIL A ZONE CALLS FOR HEATING OR COOLING.

ZONE CONTROLLER
THE ACTUATOR NOW CONTROLS TO THE UNOCCUPIED PERIOD SETPOINTS.
TERMINAL CONTROLLER
IF THE SYSTEM IS IN THE COOLING MODE AND ZONE TEMPERATURES ARE BELOW THE UNOCCUPIED HEATING SETPOINT, RELAY #3 WILL ENERGIZE AT 1-1/2 DEGREES BELOW THE UNOCCUPIED HEATING SETPOINT.
THE TERMINAL CONTROLLER (OTHER THAN THE SERIES FAN RELAY) WILL NOT OPERATE IF THE SYSTEM IS IN THE HEATING MODE.
ZONE OVERRIDE
WITH AN ADJUSTABLE THERMOSTAT, IT IS POSSIBLE TO OVERRIDE THE 'AUTO-UNOCCUPIED' SETTING OR THE 'UNOCCUPIED OVERRIDE' SETTING BY PUSHING THE OVERRIDE BUTTON ON THE THERMOSTAT.

RADIATOR SCHEDULE						
TAG	MANUFACTURER	MODEL	LENGTH FEET	HEIGHT INCHES	CAPACITY BTU/FT	TOTAL CAPACITY BTU
R9	RUNTAL	R4	13'-0"	11.5	385	5005
R10	RUNTAL	R4	23'-0"	11.5	385	8855
R11	RUNTAL	R4	12'-0"	11.5	385	4620
R12	RUNTAL	R4	12'-0"	11.5	385	4620
R13	RUNTAL	R4	10'-0"	11.5	385	3850
R14	RUNTAL	R4	10'-0"	11.5	385	3850

CAPACITY RATINGS ARE AT 65°F ENT AND 150°F AWT.
SEE PLANS FOR LOCATION OF ACCESSORY END CLOSURE TRIM.

CONVECTOR SCHEDULE					
REF	TYPE	SIZE	CAPACITY (MBH)		
		L	H	D	
C	SLOPED TOP WALL MOUNTED	36"	32"	8.3/16"	8560

CAPACITIES ARE FOR 180°F AWT, ENT AIR @ 85°F

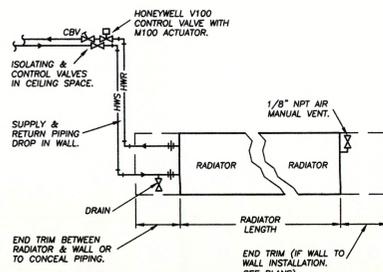
DIFFUSER/GRILLE SCHEDULE			
TAG	TYPE	E.H. PRICE MODEL No.	REMARKS:
D1	LAY-IN 24"x24" SQUARE CONE DIFFUSER	SCD/3C/B12	NECK SIZE AS INDICATED ON DWG.
D2	LAY-IN 12"x12" SQUARE CONE DIFFUSER	SCD/3C/B12	NECK SIZE AS INDICATED ON DWG.
G1	EGG CRATE, LAY-IN RETURN	80D/N/B12	SIZE AS INDICATED ON DWG. C/W DAMPER.
G2	EGG CRATE, SURFACE MOUNTED RETURN	80D/N/B12	SIZE AS INDICATED ON DWG. C/W DAMPER.
SG1	LOUVERED FACE SUPPLY GRILLE.	5200/F/L/D/A/B12	DOUBLE DEFLECTION, SIZE AS INDICATED ON DWG. C/W DAMPER.

HUMIDIFIER SCHEDULE						
REF:	MANUFACTURER	MODEL:	STEAM OUTPUT:	ELECTRICAL:	DISTRIBUTOR:	REMARKS:
			lbs/hr.	VOLTAGE	kw	
HD1	NORTEC	NHMC-010	11 lbs/hr.	575/1/60	3.8	ASD-24 ALL UNITS C/W HUMIDISTAT & FLOW PROVING SWITCH
HD2	NORTEC	NHMC-010	11 lbs/hr.	575/1/60	3.8	ASD-24
HD3	NORTEC	NHMC-010	11 lbs/hr.	575/1/60	3.8	ASD-24
HD4	NORTEC	NHMC-020	22 lbs/hr.	575/1/60	7.6	8SD-24
HD5	NORTEC	NHMC-020	22 lbs/hr.	575/1/60	7.6	8SD-24

FORCE-FLO FAN CONVECTOR SCHEDULE						
TAG	MODEL	CFM	SIZE	CABINET ARRANGEMENT	CAPACITY	REMARKS
			L	H	D	
FC	FA00-B	335	42"	26"	9.7/16"	WALL MOUNTED INVERTED AIR FLOW (FRONT BOTTOM OUTLET) 35,000 115/1/60 1/15 hp INTEGRAL THERMOSTAT

SELECTION BASED ON TRANE

PUMP SCHEDULE	
REFERENCE:	P3
SYSTEM:	SUMP
LOCATION:	P.B. JANITOR ROOM
FLUID:	WATER
GPM:	10
FT. HEAD:	20
TEMP °F:	-
N.P.P.:	1/4
VOLTAGE:	115V/1A/60
R.P.M.:	-
MANUFACTURER:	MYERS
MODEL:	S25
DESCRIPTION:	SUBMERSIBLE SUMP PUMP



TYPICAL RADIATOR PIPING SCHEMATIC
SCALE: NTS

FAN SCHEDULE								
TAG	DESCRIPTION	MANF.	MODEL	TYPE	CFM	ESP	VOLTAGE	REMARKS
F4	P.B. JANITOR - ROOM 121	PENN	Z6S	ZEPHYR	101	0.125	115/1/60	47 WATT COMPLETE WITH TALL CONE FLASHING, GOOSENECK, AND BIRDSCREEN
F5	KITCHENETTE - ROOM 128	PENN	Z6S	ZEPHYR	101	0.125	115/1/60	47 WATT

AIR CONDITIONING UNIT SCHEDULE													
REF:	MANUFACT.	MODEL	CFM	% O/A	ESP	NOMINAL AIR COOLING (MBH)	HEATING (MBH)	VOLTAGE	RLA	MCA	MOCP	FAN HP	REMARKS
AC7	YORK	D4CG120N200	4,000	15%	0.50	117.0	245 198	575/36/60	-	20.9	25	3.0	C/W FACTORY INSTALLED DUAL INPUT DIFFERENTIAL ECONOMIZER, BAROMETRIC RELIEF DAMPER, BELT DRIVE BLOWER ANTI RECYCLE TIMER.

LEGEND	
[Symbol]	EXISTING
[Symbol]	NEW
[Symbol]	SUPPLY AIR DIFFUSER
[Symbol]	RETURN AIR GRILLE
[Symbol]	DIFFUSER OR GRILLE TYPE
[Symbol]	DIFFUSER OR GRILLE AIR VOLUME (CFM)
[Symbol]	TURNING VANES
[Symbol]	B.D. BALANCING DAMPER
[Symbol]	F.D. FIRE DAMPER
[Symbol]	SUPPLY AIR DUCT SECTION
[Symbol]	RETURN AIR DUCT SECTION
[Symbol]	ZONE CONTROL DAMPER
[Symbol]	BYPASS CONTROL DAMPER
[Symbol]	ROOM TEMPERATURE SENSOR
[Symbol]	ROOM HUMIDISTAT
[Symbol]	THERMOSTAT (LOW VOLTAGE)
[Symbol]	EQUIPMENT TAG
[Symbol]	DRAIN
[Symbol]	HUMIDIFIER BLOWDOWN DRAIN
[Symbol]	SAW - SANITARY DRAIN (SAW)
[Symbol]	ST - STORM DRAIN (ST)
[Symbol]	DCW - DOMESTIC COLD WATER
[Symbol]	DHW - DOMESTIC HOT WATER
[Symbol]	DHW-R - DOMESTIC HOT WATER RECIRCULATING
[Symbol]	GAS - NATURAL GAS
[Symbol]	HWR - HEATING HOT WATER RETURN
[Symbol]	HWS - HEATING HOT WATER SUPPLY
[Symbol]	PIPE CAP
[Symbol]	UNION
[Symbol]	CLEAN OUT
[Symbol]	ROOF DRAIN
[Symbol]	HOSE BIBB
[Symbol]	ISOLATION VALVE
[Symbol]	2-WAY CONTROL VALVE
[Symbol]	CIRCUIT BALANCING VALVE
[Symbol]	PUMP

ISSUED FOR COMMENTS: A. 2000/03/03
ISSUED FOR TENDER: B. 2000/04/12

NO. DATE

DATE: JANUARY 2000

SCALE: NONE

FILE NO.: 99106

CHECKED: T. BRANNAN

PRINTED:

DESIGNED BY: D. HILLS

DRAWN BY: D. HILLS

PHASE THREE ALTERATIONS TO:
121 GARRISON ROAD
FORT ERIE, ONTARIO

PIRANO + RAINONDO
ASSOCIATE ARCHITECTS INC.

Professional Mechanical & Electrical Engineers

82 Lebas Street
St. Catharines, Ontario
L2R 5X4
Tel: 905-687-4441
Fax: 905-687-9521

MECHANICAL SCHEDULES

DETAILS AND SCHEDULES

CONSTRUCTION

M3

REV: 1

EXHIBIT A

[See Authority/Contractor Form of Agreement attached herein]

AUTHORITY / CONTRACTOR AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and between the **Buffalo and Fort Erie Public Bridge Authority**, hereinafter called the AUTHORITY, an international compact entity created pursuant to a compact entered into by the State of New York, with the consent of the United States Congress, and by the Government of Canada and _____ hereinafter called the CONTRACTOR.

WHEREAS the AUTHORITY desires the CONTRACTOR to perform professional contracting services in connection with the _____ and;

NOW THEREFORE this Agreement witnesseth that for and in consideration of the mutual covenants contained therein, in pursuance of the provisions of all applicable Federal, Provincial and State statutes together with attachments thereto and supplements thereto, the CONTRACTOR and the AUTHORITY agree as follows:

SECTION I: CONTRACTING SERVICES

The CONTRACTOR for and in consideration of payments hereinafter specified and agreed to by the AUTHORITY shall perform professional services according to Attachment No. 1, General Scope of Services, appended hereto and made a part hereof.

SECTION II: SERVICES TO BE PERFORMED BY THE AUTHORITY

The AUTHORITY shall provide assistance to the CONTRACTOR in progressing in an orderly manner the work set forth herein, as follows:

1. Cooperation in providing access and time periods to enable contracting and technical personnel to conduct field investigations in connection with contract implementation.
2. **Assist in traffic control if plaza traffic is impacting the contractor's operations.**

SECTION III: TIME OF COMPLETION

Upon receipt of an executed contract from the AUTHORITY, the CONTRACTOR shall complete all services not later than _____, unless amended by the AUTHORITY in writing.

SECTION IV: COMPENSATION

For contracting services described herein, the AUTHORITY shall pay the CONTRACTOR in accordance with the Rates for Professional Fees (Attachment No. 2).

Fees for the above items shall not be exceeded without the prior written approval of the AUTHORITY.

Interim payments for services shall be billed at monthly intervals based on percentage of completion for Lump Sum tasks and actual hours times the hourly rate for hours tasks (where applicable). Format for invoices will be a joint effort with the CONTRACTOR and AUTHORITY. The AUTHORITY will review invoices within three (3) working days of receipt. If invoices are found to be correct, in good order and in the proper format, CONTRACTOR will be paid within thirty (30) calendar days. In the event an invoice is disputed, the CONTRACTOR and AUTHORITY will work to resolve the dispute.

If there are portions of the invoice not in dispute, they will be paid within thirty (30) days after review. Disputed portions will be paid within thirty (30) days of resolution. The CONTRACTOR shall have no claim for interest on any disputed amounts that require more than thirty (30) days to resolve. The CONTRACTOR agrees to pay all sub-consultants within thirty (30) days of receipt of payment by AUTHORITY.

The CONTRACTOR shall not begin work on any items listed in the Attachments without the prior written approval of the AUTHORITY.

SECTION V: TERMINATION OF AGREEMENT

The AUTHORITY may terminate this Agreement upon thirty (30) calendar days written notice upon failure of the CONTRACTOR to perform duties specified herein or to comply with the terms hereof or upon abandonment or postponement of the project.

The CONTRACTOR may terminate this Agreement upon thirty (30) calendar days written notice upon failure of the AUTHORITY to make payment to the CONTRACTOR as herein provided.

SECTION VI: SUBCONTRACT

It is further agreed that the CONTRACTOR shall not assign this Agreement or any part thereof, nor any right to any monies to be paid the CONTRACTOR hereunder; nor shall any part of the work to be done under the Agreement be sublet, without written consent of the AUTHORITY.

SECTION VII: REGULATIONS, CODES, PERMITS AND PROFESSIONAL LICENSURE

The CONTRACTOR agrees to comply with all Federal, Provincial, Regional and Local laws and regulations applicable to the work to be done under this Agreement. Any licenses or permits necessary for the performance of the professional services required under this Agreement shall be **obtained by the CONTRACTOR.** The CONTRACTOR shall secure **Workmen's Compensation for his** employees as required by law.

The CONTRACTOR warrants that it and all sub-consultants are licensed to practice their respective professional disciplines in the Province of Ontario. CONTRACTOR and sub-consultants (where applicable) will affix its professional seal to design document and reports.

SECTION VIII: INDEPENDENT CONTRACTOR

The CONTRACTOR shall be deemed an independent contractor for all purposes of this Agreement and is not authorized to incur expenses or create any liability or indebtedness on behalf of the AUTHORITY.

SECTION IX: WORK PRODUCT OWNERSHIP

All original detailed survey information, survey notes (copies), data, calculations, drawings, reports, **supervision records, and similar "work products" made hereunder shall be and remain the property of** the AUTHORITY.

SECTION X: EXTRA WORK

No extra work beyond the scope of this Agreement shall be performed by the CONTRACTOR unless the AUTHORITY, IN WRITING, specifically directs such work to be performed. In the event such extra work is authorized, the AUTHORITY and the CONTRACTOR shall execute a Supplemental Agreement describing the extra work and providing for the compensation to be paid therefore. Upon

a written request by the AUTHORITY, the CONTRACTOR will continue working during negotiations for said Supplemental Agreement.

SECTION XI: DISPUTES

All questions or disputes respecting any matter pertaining to this Agreement, or arising from this Agreement or any part hereof, or any breach of said Agreement shall be determined as follows:

- a) If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) having a value in the aggregate of twenty five thousand dollars (\$25,000.00) or less the dispute shall be determined in the Small Claims Court of the Superior Court of Justice, at Welland, Ontario provided this court has the requisite jurisdiction;
- b) If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) having a value in the aggregate of more than twenty five thousand dollars (\$25,000.00), or the Small Claims Court of the Superior Court of Justice, at Welland, Ontario does not have the requisite jurisdiction, the dispute shall be determined by arbitration in Fort Erie, Ontario or such other location as the parties to the dispute agree:
 - (i) Either party may give written notice to the other of its desire to arbitrate such dispute and shall in such written notice give notice of the appointment of an arbitrator chosen by the party giving such notice. The party receiving such notice shall within fifteen (15) days after the receipt thereof give a written notice to the party giving the first notice of appointment of an arbitrator chosen by the party giving the second notice. The two arbitrators so chosen shall jointly appoint a third arbitrator;
 - (ii) If a party required to appoint an arbitrator shall fail to do so within such period of fifteen (15) days, or if each party has appointed an arbitrator and such arbitrators fail to agree upon a third arbitrator within fifteen (15) days after both have been appointed, then any party not in default in so appointing may apply to the Ontario Superior Court of Justice **(the "Court")** for the appointment of an arbitrator on behalf of the party in default, or the appointment of the third arbitrator, as the case may require;
 - (iii) The arbitrators shall elect a chair from among themselves. The arbitrators shall have the powers as set out in the **provisions of the Arbitrations Act S.O. 1991 c 17 ("Arbitrations Act")**;
 - (iv) Each party shall bear the fees and expenses of the arbitrator that party selects or has been selected for that party by the Court. The fees and expenses of the third arbitrator shall be divided equally between the parties and each party shall bear its equal share. All other fees and expenses shall be borne in such manner as the arbitrators may determine;
 - (v) The three (3) arbitrators so appointed shall determine the dispute. The arbitration shall be conducted in accordance with the provisions of the laws of Ontario, pertaining to arbitration including the provisions of the Arbitrations Act. The decision of the majority of the arbitrators shall be final and binding on the issue or issues submitted to arbitration; **however, if there is no majority decision, the Chair's decision governs. No party may appeal the arbitrators' decision to the Court unless it relates to a question of law. Any appeal on a question of law shall be in accordance with section 45 of the Arbitrations Act or its successor legislation.**

SECTION XII: INSURANCE

The CONTRACTOR shall provide the following coverages and limits:

1. The CONTRACTOR shall procure and maintain at its own expense, and without expense to the AUTHORITY, until final acceptance by the AUTHORITY of the work covered by the Contract, insurance for liability for damages imposed by Law, of the kinds and in the amount hereinafter provided with insurance companies authorized to do such business in the Province of Ontario, covering all operations under the Contract, whether performed by him or by a Sub-contractor.
2. Cancellation Notice: Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the CONTRACTOR or Insurance Company without thirty (30) calendar days of written notice to the AUTHORITY of intention to cancel or change.
3. Indemnification: It is expressly understood that the CONTRACTOR shall indemnify and save harmless the AUTHORITY from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONTRACTOR under this Agreement and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the **CONTRACTOR'S failure to meet professional standards and resulting in obvious or patent errors** in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONTRACTOR or the AUTHORITY beyond such as may legally exist irrespective of this Article or this Agreement.

Such obligation does not extend to those suits, actions, damages and cost of every name which arise out of the sole negligence of the AUTHORITY, its agents or employees relative to the construction, alteration, repairs or maintenance of a building, structure, appurtenances and appliances including moving, demolition and excavating connected therewith.

4. Owners & Contractors Protective Liability: OCP – The Contractor shall also take out, pay for and maintain until completion and acceptance of the work required by this contract, a separate policy of insurance naming the owner as the sole insured. The original policy shall be in the amounts of \$1,000,000 per occurrence for property damage, and shall provide coverage for the owner, its officers and employees with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations and if said owner, its officers and employees have other insurance against the loss covered by said policy. That other insurance shall be excess insurance only.
5. Comprehensive General Liability: The CONTRACTOR shall procure and maintain until final acceptance and at its own expense, comprehensive general liability to include:
 - i. **Contractor's Liability;**
 - ii. **Contractor's Protective Liability;**
 - iii. Completed Operations Liability;
 - iv. Contractual Liability.

The limits of such insurance shall be not less than:

\$1,000,000 combined single limit, each occurrence;
\$2,000,000 aggregate.

6. Automobile: The CONTRACTOR shall procure and maintain until final acceptance and at its own expense, automobile liability and property damage insurance, covering the use, in connection with the work, of all owned, non-owned and hired vehicles required by the vehicle and traffic law of the Province of Ontario to bear license plates. The coverage under such policy shall not be less than the following limits:

\$1,000,000 combined single limit;
bodily injury and property damage.

7. Workers Compensation: The CONTRACTOR shall procure and maintain, until final acceptance and at its own expense, Workers Compensation and Employers Liability Insurance, covering the obligations of the CONTRACTOR in accordance with Workers Compensation and Employers Liability Insurance Law, covering all operations under the Contract, whether performed by it or its Sub-consultants or Suppliers.

8. Umbrella: Excess liability coverage for each of the above with a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.

The CONTRACTOR will provide Certificates of Insurance prior to commencing work. The Insurance policies must clearly include the Buffalo and Fort Erie Public Bridge Authority, its Board and AUTHORITY employees as additional insured. The CONTRACTOR will be required to maintain all coverages throughout the schedule of the Project. The cost of all insurances is the responsibility of the CONTRACTOR.

SECTION XIII: APPLICABLE LAW

This contract, shall be governed by the laws of the Canada, as applicable to an international compact entity.

SECTION XIV: MISCELLANEOUS

The section titles are for convenience only and shall not be construed to affect the meanings of the sections titled.

SECTION XV: ATTACHMENTS

Included as part of this AGREEMENT are the following:

- No. 1 General Scope of Service
- No. 2 Rates for Professional Services
- No. 3 Conflict of Interest Form
- No. 4 Certificates of Insurance

IN WITNESS WHEREOF, the parties hereunder have caused this Agreement to be executed as of the day and year first above written.

(SEAL)

**BUFFALO AND FORT ERIE
PUBLIC BRIDGE AUTHORITY**

BY: _____
General Manager

In Presence of:

BY: _____

(SEAL)

CONTRACTOR

BY: _____

In Presence of:

BY: _____

No. 1 GENERAL SCOPE OF SERVICES

No. 2 RATES FOR PROFESSIONAL SERVICES

No. 3 CONFLICT OF INTEREST FORM

Contractor represents and warrants to the Authority that neither the contractor nor any shareholder, director or employee of the consultant is related to, affiliated with or interested in any subcontractor or sub-consultant that may be employed by the contractor, nor is the **contractor or any of the contractor's shareholders, directors or employees related to, affiliated** with or interested in, any director or employee of the Authority. Contractor represents and warrants that it has no knowledge of any fact or circumstance that would constitute a conflict of interest or the appearance of a conflict of interest in its performance of the services included within the proposal.

No. 4 CERTIFICATES OF INSURANCE