



# ***Buffalo & Fort Erie Public Bridge Authority***

*Request for Proposals for*  
***BRIDGE CRANE RETROFIT***

*1 Peace Bridge Plaza  
Buffalo, NY 14213*

*Date Issued: June 4, 2020*

*Submission Deadline: July 2, 2020 4:00 PM*

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# BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY

## TABLE OF CONTENTS

Page

<b>I. INTRODUCTION</b>	
A. General Information .....	3
B. Restrictions on Communications.....	3
C. Inquires.....	3
D. Responses .....	3
E. Modifications to the RFP .....	3
F. Response Requirements .....	4
G. Currency .....	4
<b>II. DESCRIPTION OF THE AUTHORITY</b>	
A. Buffalo & Fort Erie Public Bridge Authority .....	5
B. The Peace Bridge .....	5
<b>III. SCOPE OF SERVICES</b>	
A. General Engineering Services Required.....	6
B. Specific Work Items .....	6
C. Binational Considerations.....	13
<b>IV. TIME REQUIREMENTS</b>	
A. Proposal Calendar .....	14
B. Expected Notification and Contract Dates .....	14
<b>V. PROPOSAL REQUIREMENTS</b>	
A. General Requirements.....	15
B. Detailed Proposal .....	16
C. Cost Proposal.....	18
<b>VI. EVALUATION PROCEDURES</b>	
A. Review of Proposals .....	19
B. Evaluation Criteria.....	19
C. Oral Presentations .....	20
D. Final Selection .....	20
E. Right to Reject Proposals.....	20
<b>VII. FORM OF AGREEMENT .....</b>	<b>21</b>
<b>VIII. GENERAL TERMS AND CONDITIONS .....</b>	<b>22</b>
<b>APPENDIX A – Peace Bridge Plan and Elevation Drawings</b>	
<b>APPENDIX B – Record Drawings</b>	
<b>EXHIBIT A – Form of Agreement</b>	

# I. INTRODUCTION

## A. General Information

The Buffalo and Fort Erie Public Bridge Authority ("the Authority") is seeking design-build services for the retrofit of an electric overhead traveling crane on the Peace Bridge in Buffalo, NY ("the Consultant"). Strong preference will be given to firms that have an office located in the Western New York region and a designated project manager located in that office.

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

## 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](mailto: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 June 25, 2020, 2:00 PM EST. 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](http://www.peacebridge.com/rfp), and distributed via e-mail to those that provided contact information as requested, by June 26, 2020.

*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 4:00pm EST on July 2, 2020 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.

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.

#### **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. Response Requirements**

All potential Respondents are required to attend a mandatory site meeting on Tuesday, June 23, 2020 at 10:00 AM EST at 1 Peace Bridge Plaza, Buffalo, NY. *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 (1) electronic copy of the Response to the RFP, which must be received by the Authority as set out in Section D of Part I of this RFP. Responses must satisfy all elements outlined in Part V 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.

#### **G. Currency**

All references to dollar amounts or currency in this RFP are references to United States dollars (\$US), unless expressly stated otherwise. All references to dollar amounts or currency in Responses will be deemed to be references to United States 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.

### **B. The Peace Bridge**

The bridge, completed in 1927, carries vehicular and pedestrian traffic across the upper Niagara River between Fort Erie, Ontario, Canada and Buffalo, New York, United States of America.

The Peace Bridge is comprised of a total of 49 spans, 10 concrete vaulted spans in Canada, 27 structural steel spans beginning at the West abutment in Canada and extending to the East Abutment in the United States, and 12 concrete vaulted spans in the United States. The bridge is a total of 5,800 feet (1768 m) in length including the approach plazas and inspection and toll terminals. The steel superstructure measures 3,998 feet (1219 m) from abutment to abutment. The width of the bridge varies between abutments and is approximately 54 to 60 feet (16.5 – 18.3 m) along the main river spans.

The main river spans of the bridge consist of 5 built-up steel arches supporting spandrel columns and bracing, and a Parker Truss span. The approach spans consist of built-up riveted deck girders for single and continuous spans. All steel spans are composed of a floorbeam and stringer structural system.

The bridge has undergone numerous transformations throughout its 90 years of service, including various widening programs. Currently the Peace Bridge is in the final stages of completing a comprehensive bridge rehabilitation program; elements of that program include:

- Complete replacement of the structural slab with a galvanized partially filled concrete filled steel grid deck;
- Widened structure including the addition of a pedestrian walkway/bikeway and observation platform;
- Replacement, rehabilitation and/or strengthening of structural steel members;
- Installation of electrical and fiber infrastructure;
- Replacement of roadway signs and overhead traffic control gantries;
- New decorative steel railings and light posts (painted or galvanized);
- Complete removal and reapplication of 1997 coating system on all structural steel.

See Appendix A for plan and elevation drawings of the Peace Bridge, spans 28 through 37 as applicable to this project.

### III. SCOPE OF SERVICES

The Authority requires from the Consultant design-build services for retrofitting an electric overhead traveling (EOT) crane on the Peace Bridge in Buffalo, NY. The EOT crane will be retrofitted from the existing maintenance traveler (“the Traveler”).

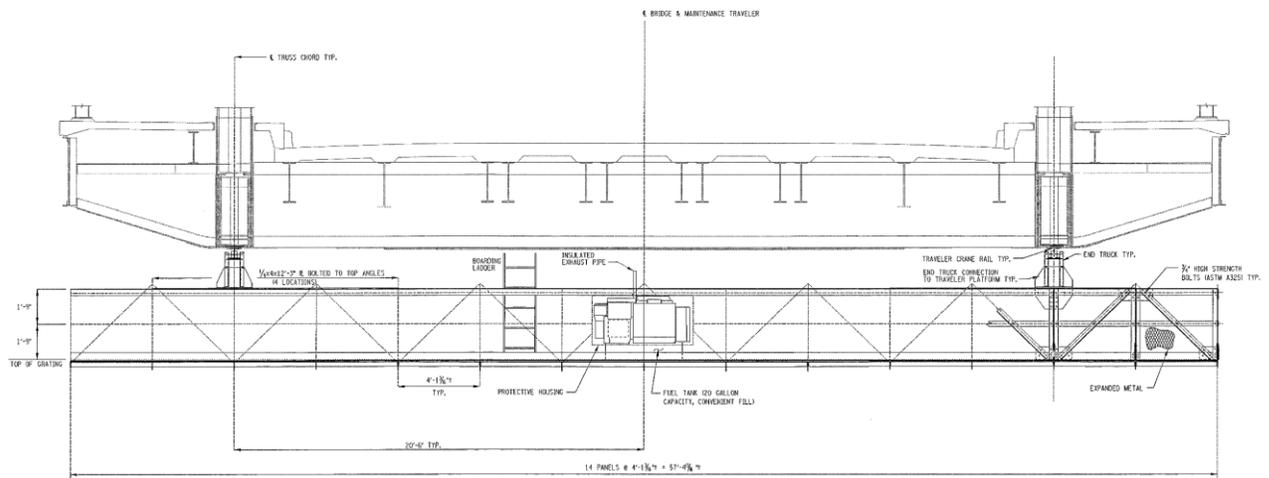
#### A. Purpose

This EOT crane will allow the Authority to access areas under the bridge that span the Black Rock Canal (from Pier 1 to Pier 2). A static maintenance catwalk is not feasible in this section of the bridge as maximum clearance from water to low structural steel must be afforded over the canal for large vessels.

#### B. Existing Conditions

The existing Traveler (installed in 1998) is a double girder bridge crane with a 57-foot wide maintenance platform (catwalk). The Traveler operates along two runway girders (rails) 6 1/2” wide x 8” high and 41 feet apart over a span of approximately 360 feet. The maximum safety capacity is marked at 1,000 pounds. See Appendix B – Record Drawings – for detailed information.

Figure 1: Elevation view from design drawings for existing Traveler



The rails have been removed from the bridge, blasted, galvanized, and will be reinstalled in the same locations and alignment prior to the start of this contract. (Note: Slight elevation changes may exist along the length of the runway; alignment to be verified by Consultant)

The Traveler was powered by a diesel generator, which has been removed and disposed of.

Mechanical assemblies (motors, drives, wheels, brakes, etc.) remain installed.

Empty conduit with phish will be in place from Pier 1 to the U.S. Vault electrical panel to accommodate new power cables as required.

The Consultant shall assume that the existing temporary work platform underneath the bridge deck will be removed prior to on site activities commencing.

## **C. Requirements**

The Consultant shall design, supply, and install all elements required to retrofit the existing Traveler with new electrical provisions/connections and mechanical assemblies (motors, drives, wheels, brakes, etc.) to achieve a fully functional EOT crane and maintenance platform with the below specifications.

Included in this scope is the design, supply, and installation of power wiring from the U.S. Vault electrical panel to Pier 1 in existing conduit, as well as any required breakers.

The existing mechanical assemblies shall be removed in their entirety and replaced with the best solution.

### **1. EOT Specifications**

The EOT crane must satisfy the following specifications:

- Estimated use: Standby or infrequent
- Conductor system / Electrical requirements:
  - Must be powered from the U.S. Vault 480V electrical panel. A local generator solution will not be accepted.
  - All enclosures shall be NEMA 4X rated or better.
- Runway: Use existing rails to carry existing maintenance platform approximately 360 ft. (runway length).
- Crane capacity (live load): 1,000 pounds; assume 2 people as well as maintenance materials and equipment.
- Operating environment: Outdoors, extreme winter weather and high winds, exposure to road salts and debris.
- Controls: On/off, speed, and direction of travel are controlled from the maintenance platform primarily, and alternatively from Pier 1 as a secondary control.
- Hoist: hoisting functions are not required.
- Manual over-ride: Ability for an individual on the platform to move it back to the home position at Pier 1 if power and/or controls fail (e.g. manual crank or pulley).

### **2. Deliverables**

The Consultant is required to provide the following deliverables as part of this contract:

- Provide 90% design for construction plans and specifications for Authority review and comment.
- Provide 100% design for construction plans and specifications as well as a detailed construction schedule for Authority review and comment.
- Complete supply, installation, and start-up of EOT crane.
- Attendance at weekly site construction meetings.

The Consultant shall complete all deliverables no later than September 15, 2020.

It is the responsibility of the Contractor to verify all site conditions before submitting their bid.

All members of the project team must be admissible to the United States of America. Upon contract award, it is expected that the Consultant team obtain by their own means appropriate work permits from U.S. Customs and Border Protection (CBP) as applicable so that they may perform functions in the U.S. All members of the Consultant 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. Individuals failing to obtain the necessary security clearances from CBP will not be allowed access to the Bridge 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.

## **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	June 4, 2020
Mandatory Site Visit	June 23, 2020 at 2:00 PM
Due date for submission of questions	June 25, 2020 at 2:00 PM
Questions to be answered	June 26, 2020
Due date for Responses	July 2, 2020 at 4:00 PM

### **B. Expected Notification and Contract Dates**

Short-listed firms notified	July 9, 2020
Presentations/interviews of short-listed firms (at Authority discretion)	July 13, 2020
Selected firm notified, contract award	July 15, 2020

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 Section 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 Section 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 and received by **July 2, 2020, 4:00 PM** 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**

1. **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. 2 through 9, 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 certification, cost proposal, and requested resumes), prepared as double-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.**

2. **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.
3. **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.
4. **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/provincial regulatory bodies or professional organizations.
5. **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
  - 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.
6. **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.
  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. **Proposed Solution** – The Respondent should identify and describe specifics of the proposed solution to satisfy the Scope of Services detailed in Section III. The following elements of the proposed solution should be addressed at a minimum:
    - i. Method of electrification / conductor (e.g. cable reel, coiled cable, insulated power bars, festoon, etc.), including required footprint of any electrical enclosures and equipment.
    - ii. Motor and drive system
    - iii. Wheel types and materials
    - iv. Controls and control sequence, including required footprint of any controls cabinets/enclosures and equipment.
    - v. Speed of travel
    - vi. Manual override components and operation
  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. **Project Schedule** – The Respondent should submit a proposed project schedule to capture the successful completion of all deliverables. The schedule should be broken down by major task and have milestones at 100% design and at completion of installation. Material/equipment lead time that exceeds two (2) weeks should be identified where applicable.

## 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. Provide examples of fees that you have charged on recent similar recent contracts.
- d. Describe proposed measures to reduce the costs of services, while maintaining high quality services.
- e. Supply all-inclusive costs for performing the scope of services outlined in Part III of this RFP. Costs should include labour, equipment, travel time, and any other costs associated with the scope of work. Payment will be on a Lump Sum basis and paid incrementally; 30% payment upon completion of 100% design and the remaining 70% paid upon completion of contract.

## **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.

The Authority reserves the right, exercisable in its sole and complete discretion, to seek clarifications from Respondents after Response submission. The Authority may conduct such investigation as it deems necessary to assist in the evaluation of any Response and to establish the responsibility, qualifications and feasibility of the Respondent, the Respondent's proposed subcontractor, and other persons and organizations to do the Work in accordance with this Request for Proposals.

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.

### **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. Proposed Solution – The suitability and feasibility of the Respondent's proposed solution, including the proposed project schedule.
- b. Expertise and Experience
  - (i) The Respondent's qualifications and past experience and performance on similar engagements.
  - (ii) The Respondent's approach towards identifying and resolving potential problems/challenges in providing the services requested.
  - (iii) The firm's distinguishing and value-added services.

### **3. Cost Proposal**

Fee, while important, will not be the primary factor in the selection of the Consultant, 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 December 20, 2019. Following notification of the firm selected, it is expected that a contract will be executed between both parties by January 1, 2020.

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 Respondent 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.

### A. 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.

### B. 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".

### C. 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.

**D. Confidentiality of Information**

Respondents will be required to enter into a confidentiality agreement.

**E. 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.

**F. 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.

**G. 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.

#### **H. 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 Section 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.

## **I. 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 Section 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.

## **J. 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.

## **K. 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.

#### **L. 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 Section C of Part I of this RFP, and providing all relevant information The

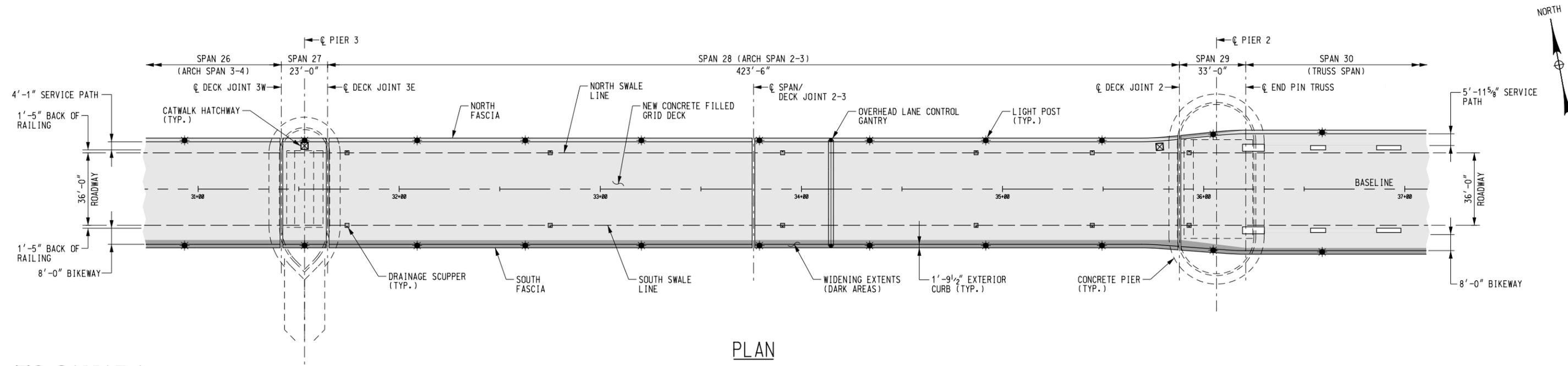
Authority may request additional information. The Authority will not be held liable for any determination on verification issued in relation to conflicts of interest on possible conflicts of interest or possible conflicts of interest.

**M. 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 Section M, or (c) the Respondent is not pre-qualified and joins a Respondent that has been pre-qualified in accordance with this Section 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 Section M, and requires the approval of the Authority.

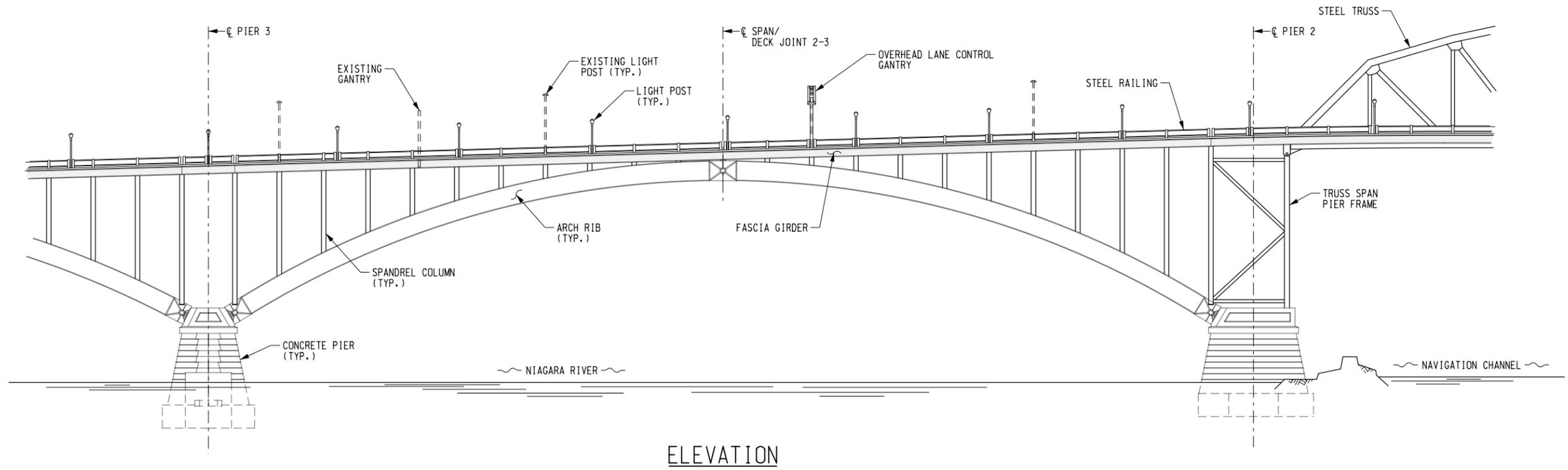
## **APPENDIX A**

*[See select plan and elevation drawings of the Peace Bridge attached herein.]*



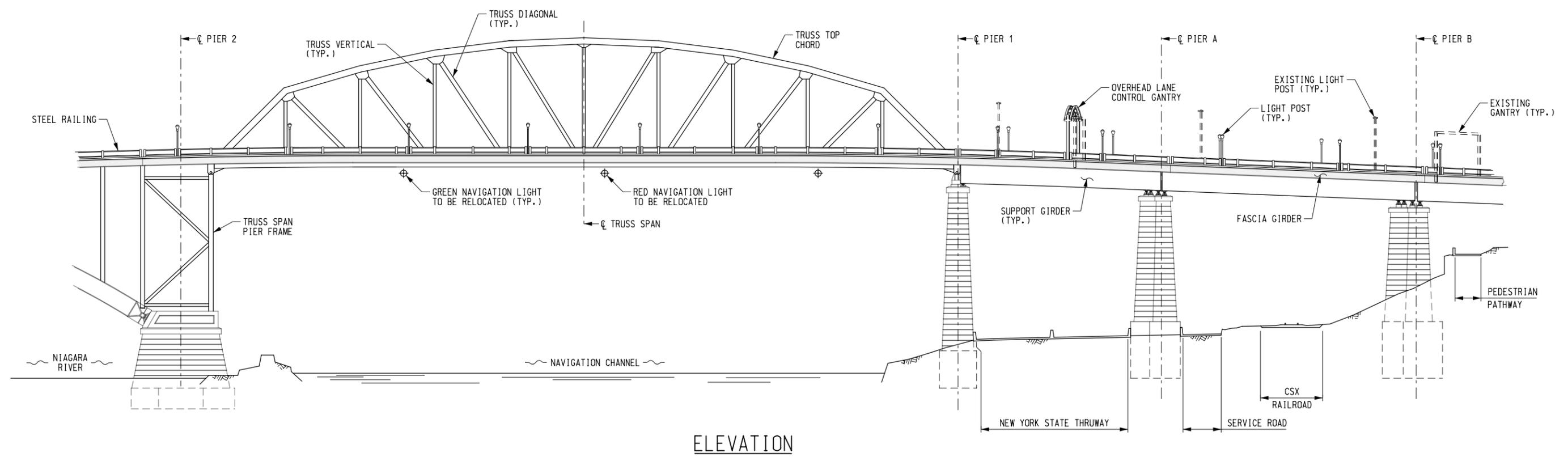
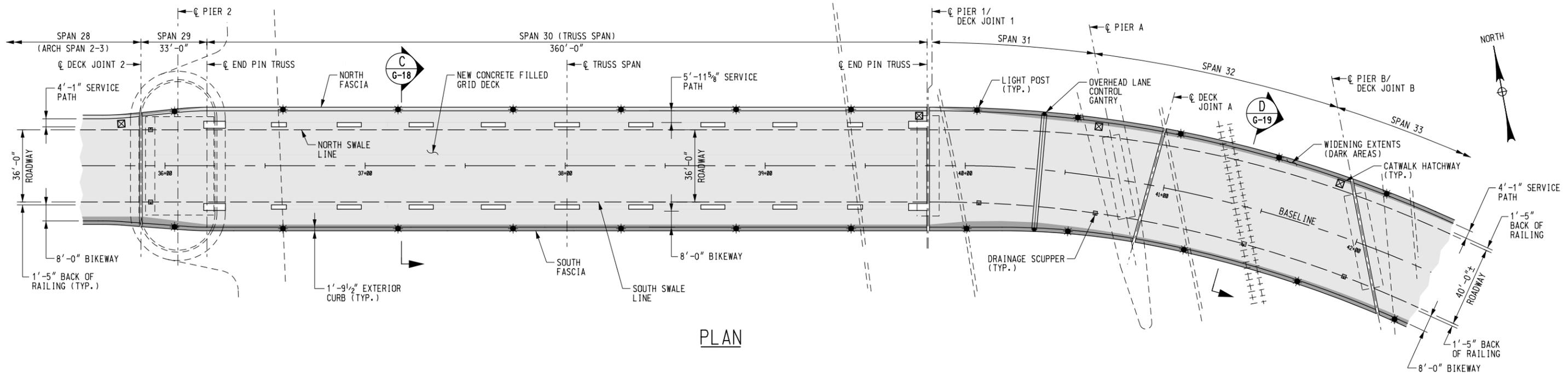
TO CANADA

TO U.S.A.



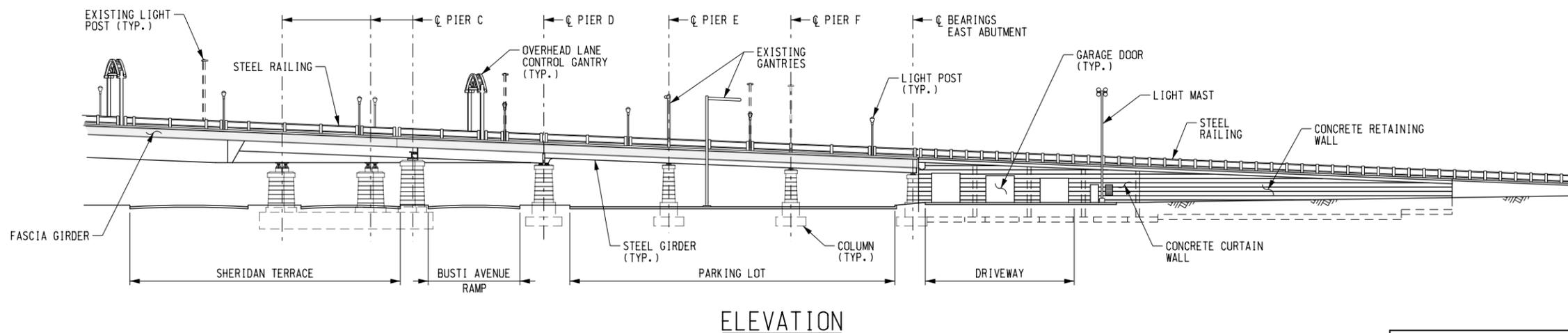
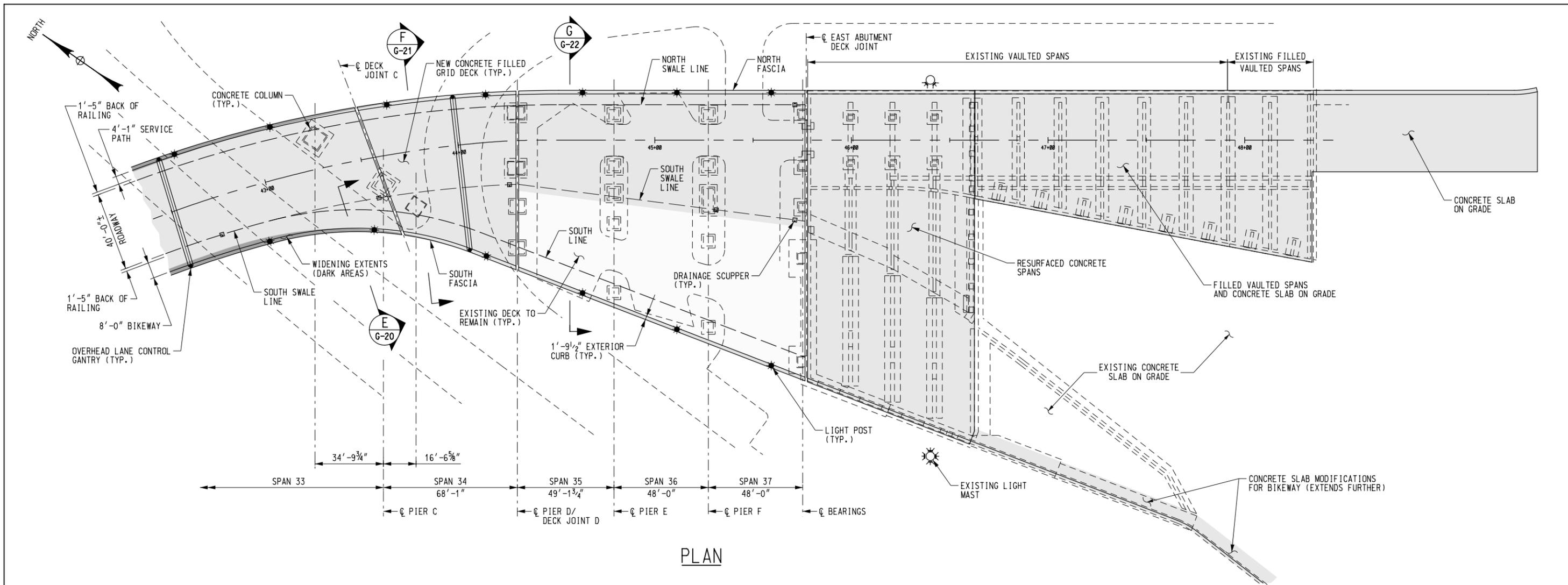
NOTES:  
1. FOR NOTES, SEE DRAWING G-9.

 BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY		
PEACE BRIDGE REHABILITATION PROJECT		
<b>PARSONS</b> <small>40 La Riviere Drive Buffalo NY 14202 (716) 541-0730 www.parsons.com</small>		
GENERAL PLAN AND ELEVATION (6 OF 8)		
DESIGNED: T.P.C.	DRAWN: T.P.C.	CHECKED: G.G.
SCALE: 1"=50'-0"	DRAWING G-14	SHEET NO. 14 OF 383
DATE: MARCH 2016		



- NOTES:**
1. FOR NOTES, SEE DRAWING G-9.
  2. SECURITY FENCE NOT SHOWN FOR CLARITY.

 <b>BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY</b>		
<b>PEACE BRIDGE REHABILITATION PROJECT</b>		
<b>GENERAL PLAN AND ELEVATION (7 OF 8)</b>		
<b>PARSONS</b> <small>40 La Riviere Drive          Buffalo NY 14202          (716) 541-0730          www.parsons.com</small>	DESIGNED: T.P.C.	CHECKED: G.G.
	SCALE: 1"=50'-0"	SHEET NO.
	DATE: MARCH 2016	15 OF 383



- NOTES:**
- FOR NOTES, SEE DRAWING G-9.
  - SECURITY FENCE NOT SHOWN FOR CLARITY.

 <b>BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY</b>		
<b>PEACE BRIDGE REHABILITATION PROJECT</b>		
<b>GENERAL PLAN AND ELEVATION (8 OF 8)</b>		
<b>PARSONS</b> 40 La Riviere Drive Buffalo NY 14202 (716) 541-0730 www.parsons.com	DESIGNED: T.P.C.	CHECKED: G.G.
	SCALE: 1"=50'-0"	SHEET NO.
	DATE: MARCH 2016	16 OF 383

## **APPENDIX B**

*[See record drawings of the 1998 Maintenance Traveler installation attached herein.]*

*The Buffalo and Fort Erie  
Public Bridge Authority*

1998 WORK PROGRAM  
MAINTENANCE TRAVELER  
ON THE  
PEACE BRIDGE

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RESIDENT ENGINEERS FILE - VOLUME 2

VOLUME 1 INCLUDES ENGINEER'S DAILY PROJECT DIARIES, MATERIAL CERTIFICATIONS AND APPROVALS, CONTRACTOR/SUPPLIER/FABRICATOR INFORMATION AND CORRESPONDANCE.

VOLUME 2 CONTAINS "APPROVED" AND "APPROVED AS NOTED" FABRICATOR SHOP DRAWINGS.

---

**DE LEUW, CATHER**

De Leuw, Cather and Company of New York, Inc.

Engineers and Planners





KOHLER CO., Kohler, Wisconsin 53044 U.S.A.  
 Phone 414-565-3381, Web site www.kohlergenerators.com  
 Fax 414-459-1648 (U.S.A. Sales), Fax 414-459-1814 (International)  
 After July 26, 1997, use area code 920 instead of 414  
 For the nearest sales and service outlet in U.S.A. and Canada Phone 1-800-544-2444

Kohler® Power Systems  
 Asia Pacific Headquarters  
 7 Jurong Pier Road  
 Singapore 619159  
 Phone (65)264-6422, Fax (65)264-6455

## Accessories

**Enclosed Unit**

- Exhaust Silencer, ~~Critical~~ Industrial
- Silencer Mounting Kit for Housing
- Sound Shield Enclosure
- Tail Pipe and Rain Cap Kit
- Weather Housing

**Open Unit**

- Exhaust Silencer, Critical or Industrial
- Flexible Exhaust Connector, Stainless Steel

**Cooling System**

- Block Heater
- City Water Cooling
- Radiator Duct Flange
- Remote Radiator Cooling

**Fuel System**

- Auxiliary Fuel Pump
- Day Tanks
- Flexible Fuel Lines
- Fuel Pressure Gauge
- Subbase Fuel Tanks *need this.*

**Electrical System**

- Battery
- Battery Charger, ~~Equalizer/Float~~ Type
- Battery Charger, Trickle Type
- Battery Heater
- Battery Rack and Cables

**Engine and Generator**

- Air Cleaner, Heavy Duty
- Air Cleaner Restriction Indicator
- Bus Bar Kits
- CSA Certification
- Electronic Isochronous Governor
- Generator Strip Heater
- Line Circuit Breaker, **150 AMP**
- Line Circuit Breaker with Shunt Trip
- NFPA 110 Literature
- Oil Drain Extension with Valve Kit
- Optional Generators
- Rated Power Factor Testing
- Safeguard Breaker
- Voltage Regulation, 1%
- Voltage Regulator Sensing, Three-Phase

**Paralleling System**

- Load-Sharing Module
- Reactive Droop Compensator
- Remote Speed Adjust Potentiometer/Electronic Governor
- Voltage Adjust Potentiometer
- Voltage Regulator Relocation Kit

**Maintenance**

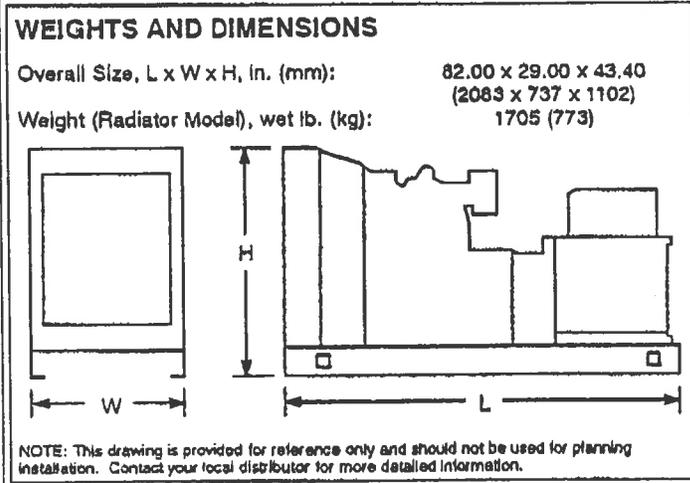
- General Maintenance Literature Kit **3**
- Maintenance Kit (includes air, oil, and fuel filters) *need this.*
- Overhaul Literature Kit

**Controller (Standard Controller)**

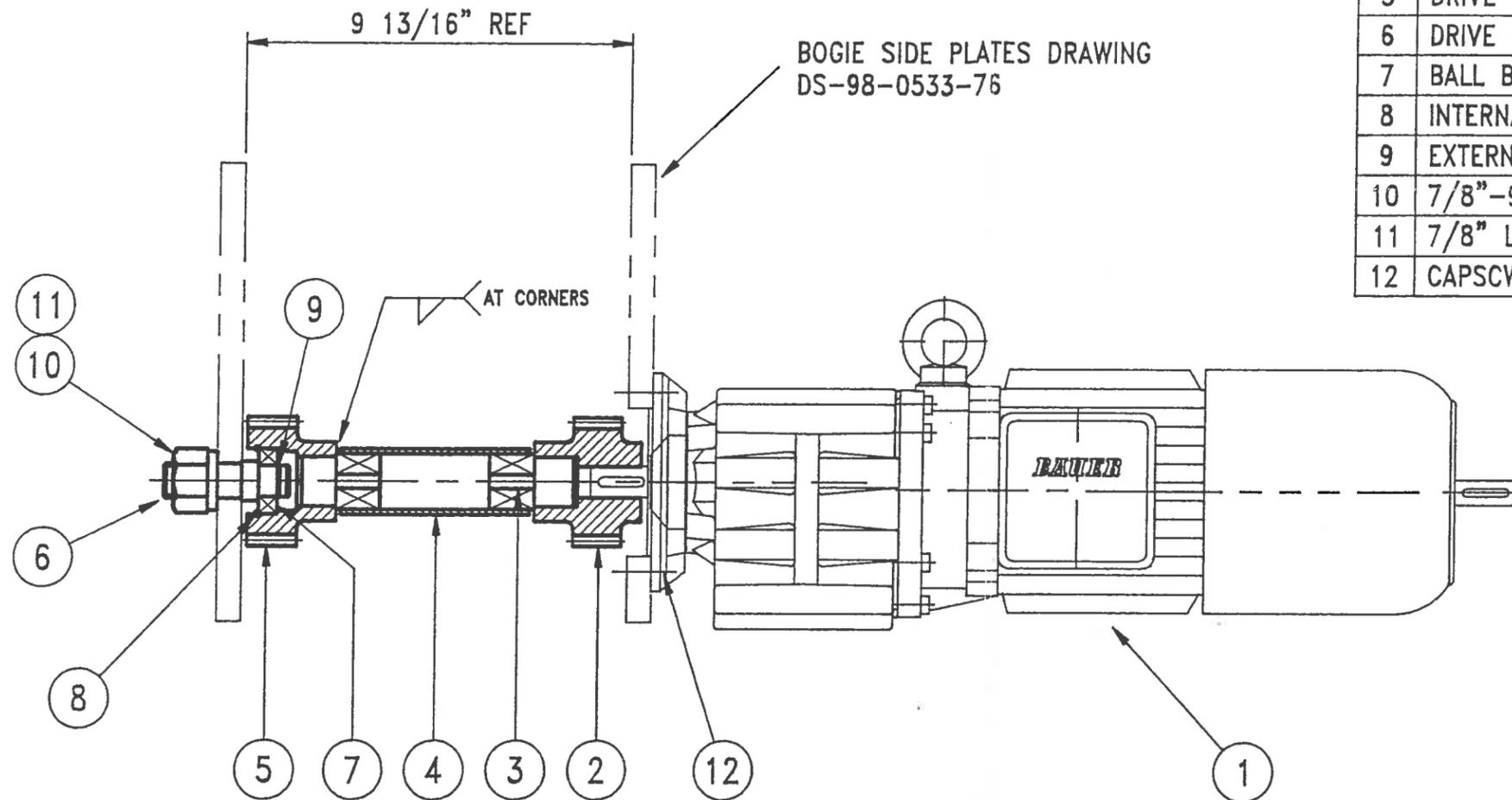
- Common Failure Relay Kit
- Customer Connection Kit
- Decision Monitor™ Remote Annunciator Panel
- Dry Contact Kit (Isolated Alarm)
- Extension Wiring Harness for Remote Mounting of Controller
- FASTCHECK® Diagnostic Fault Detector
- Prealarm Sender Kit
- Remote Audio/Visual Alarm Panel
- Remote Emergency Stop Kit
- Run Relay Kit
- Tachometer Kit/Oversize Meterbox
- Wattmeter Kit/Oversize Meterbox

**Miscellaneous Accessories**

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 



**DISTRIBUTED BY:**



MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	MOTOR/GEAR RED 0.75 <sup>✓</sup> HP 105 RPM			
	OUTPUT, C/W ADJ. DISC BRAKE ✓	1	BAUER BG10-37	
2	MOTOR PINION 24T 8DP.	1	BS-98-0533-62	
3	DRIVE DOG.	2	AS-98-0533-67	
4	CROSS SHAFT TUBE.	1	BS-98-0533-67A	
5	DRIVE PINION 24T 8DP.	1	BS-98-0533-62A	
6	DRIVE PINION SHAFT.	1	BS-98-0533-67B	
7	BALL BEARING No 6004-Z	1		
8	INTERNAL RETAINING RING.	1	ADI D1300-42	
9	EXTERNAL RETAINING RING.	1	ADI D1400-20	
10	7/8"-9NC HEX NUT.	1		
11	7/8" LW.	1		
12	CAPSCW 5/16" X 1" LG C/W LW.	4		

QUANTITIES LISTED FOR 1 ASSY.  
4 ASSEMBLIES REQUIRED.

*ALL DIMENSIONS IN THIS DRAWING  
ON 9/1/98 FILMED BY EDV OF  
PROVINCIAL CRANES INC.*

ORIGINAL  
VERSION

DE LEUW, CATHER & CO. of N.Y., INC.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION	DATE
1. APPROVED	9/3/98
<input checked="" type="checkbox"/> 2. APPROVED AS NOTED	BY: WBF
3. DISAPPROVED, RESUBMIT	

RECEIVED 9/1/98

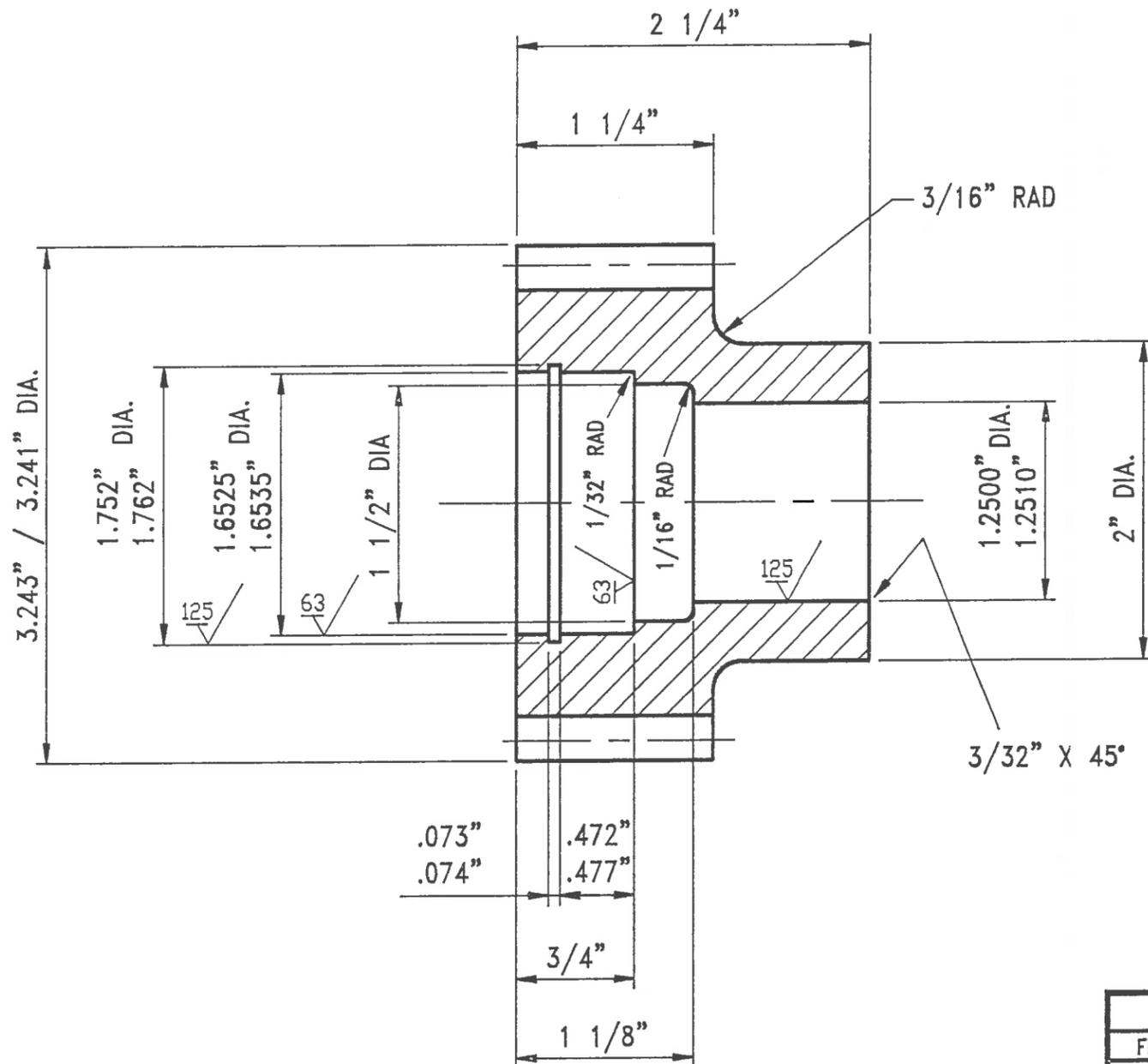
FILMED	REV No	ZONE	REVISION DESCRIPTION	REV BY	DATE
	1		MOTOR H.P. WAS 0.5 (CUSTOMER REQUEST). ✓	E.J.	19 AUG 98

DRAWN	E.J.	DATE	17 JUL 98	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.
CHECKED				
SCALE	3" = 1'-0"		TITLE	
REPLACEMENT FOR			END TRUCK DRIVE ASSY.	
REPLACED BY			SIZE	NUMBER
DERIVED FROM	950-3112-021-3700		B	BS-98-0533-61



MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 3 1/2" DIA X 2 1/4" FIN LG.	1	SAE 4340	2
262/302 BHN				



250 ALL OVER EXCEPT WHERE NOTED.

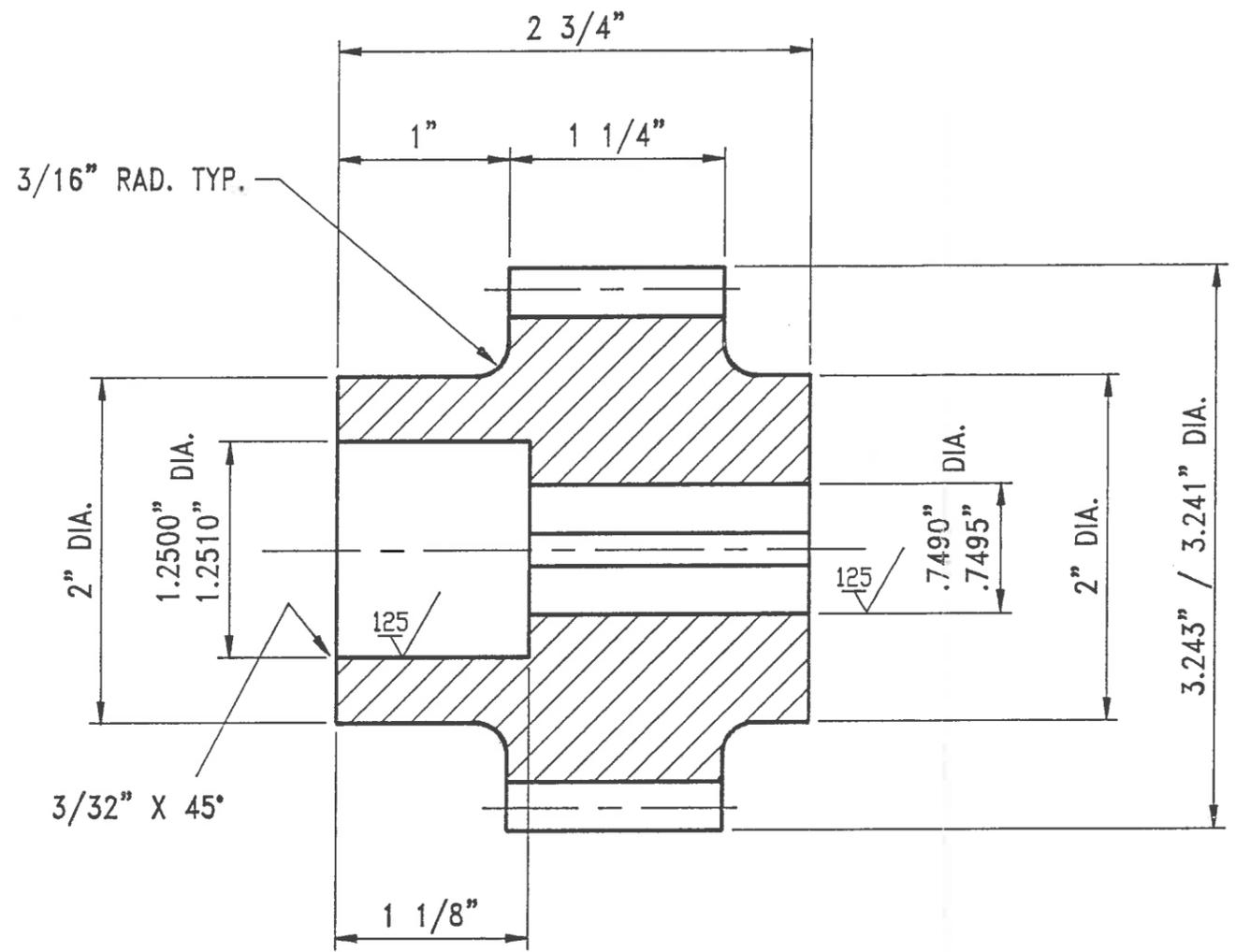
TEETH	24	HELIX ANGLE	-
DP	8	PR. ANGLE	20°
NDP	-	WHOLE DEPTH	.2813
HANDING	-	PITCH DIA.	3.000

NOTE: THIS GEAR TO RUN WITH 56 TOOTH GEAR BS-98-0533-70A ON 5.0000" CENTRE DISTANCE.

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J. 16 JUL 98		
			CHECKED			
			SCALE	FULL SIZE	TITLE	
			REPLACEMENT FOR		DETAIL OF DRIVE PINION.	
			REPLACED BY		SIZE	NUMBER
			DERIVED FROM	950-3112-021-3714	B	BS-98-0533-62A

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 3 1/2" DIA X 2 3/4" FIN LG.	1	SAE 4340	3

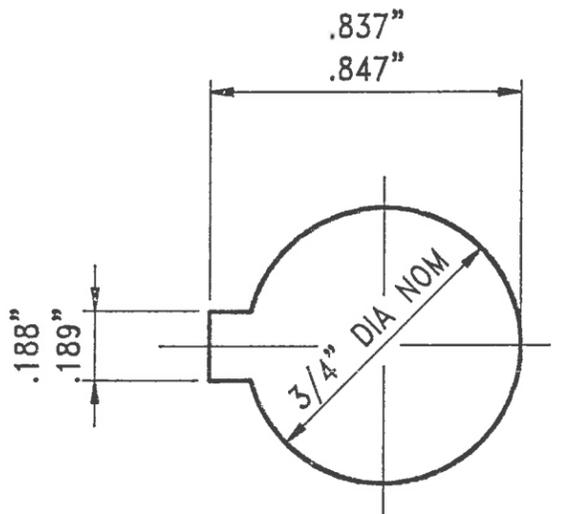
262/302 BHN



250 ALL OVER EXCEPT WHERE NOTED.

TEETH	24	HELIX ANGLE	-
DP	8	PR. ANGLE	20°
NDP	-	WHOLE DEPTH	.2813
HANDING	-	PITCH DIA.	3.000

NOTE: THIS GEAR TO RUN WITH 56 TOOTH GEAR BS-98-0533-70A ON 5.0000" CENTRE DISTANCE.



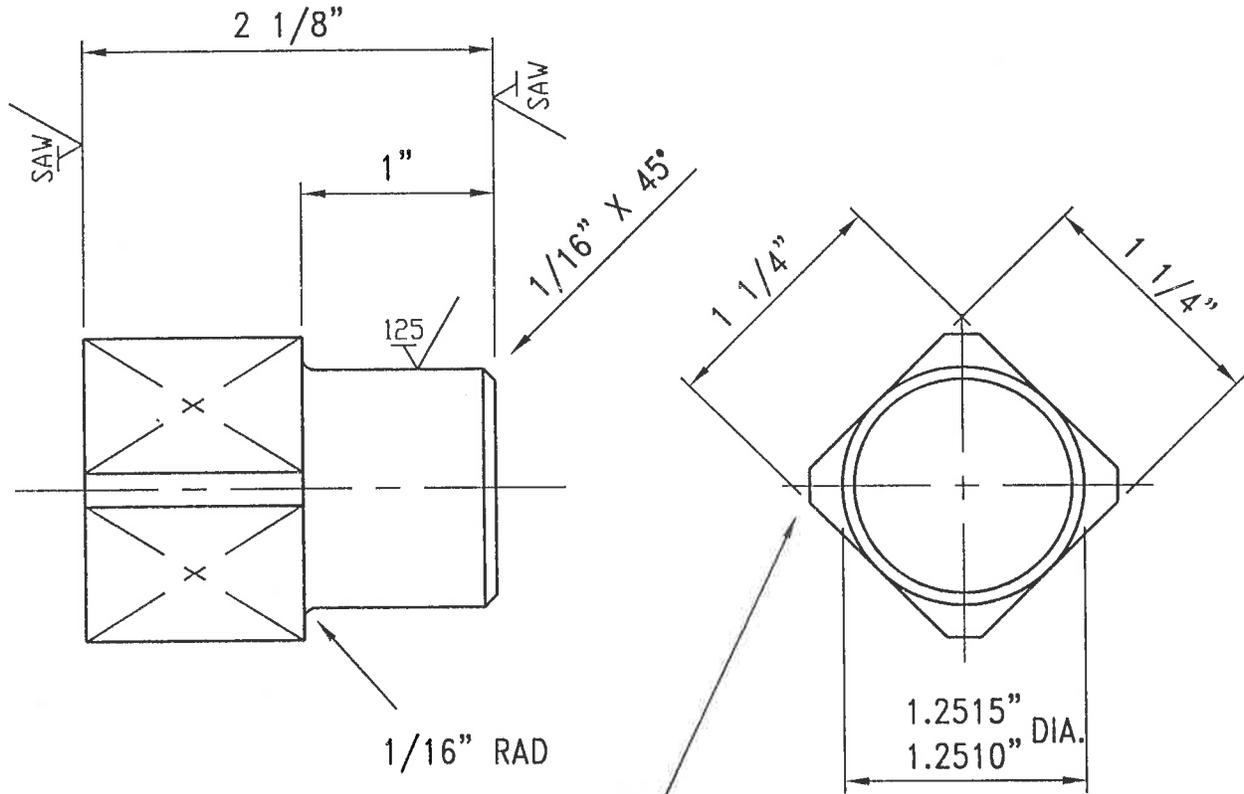
ENLARGED DETAIL OF KEYWAY.

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.		16 JUL 98
			CHECKED			
			SCALE	FULL SIZE		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM	950-3112-021-3712		
			 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		TITLE <b>DETAIL OF DRIVE MOTOR PINION.</b>	
			SIZE	NUMBER	<b>BS-98-0533-62</b>	
			<b>B</b>			

MATERIAL: 1 1/4" SQ. BAR X 2 1/8" LG.

1018 - CRS

Wt: 1



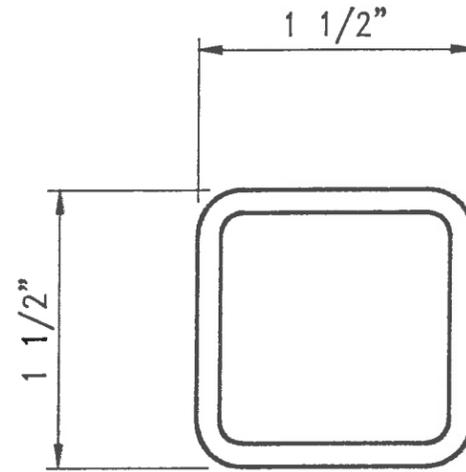
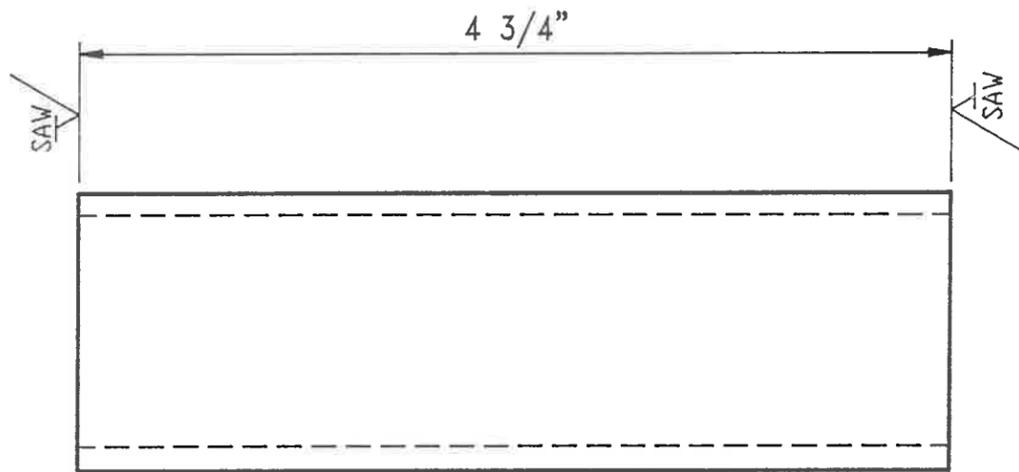
REMOVE CORNERS TO SUIT  
CROSS SHAFT TUBE.

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
FILMED	DRAWN	NAME	E.J.	DATE	16 JUL 98	
	CHECKED					
	SCALE	FULL SIZE		TITLE	DRIVE DOG.	
	REPLACEMENT FOR			SIZE	NUMBER	
	REPLACED BY	950-3112-021-3717		A	AS-98-0533-67	



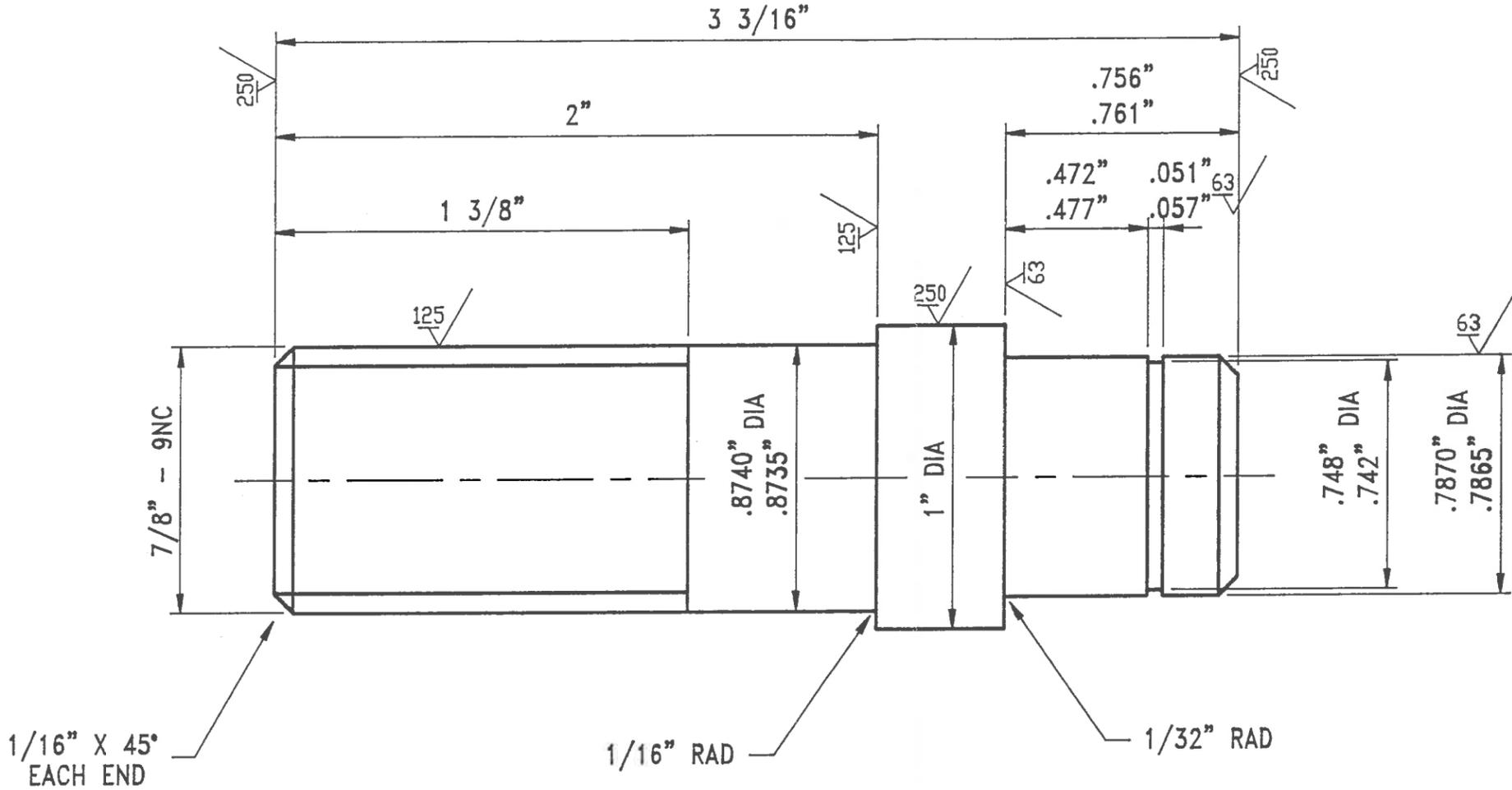
**PROVINCIAL**  
INTERNATIONAL CRANES INC.

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	HSS 1 1/2" X 1 1/2" X 1/8" X 4 3/4" LG.	1	A-36	1



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	
			DRAWN	E.J. 16 JUL 98		
			CHECKED		TITLE DRIVE CROSS SHAFT TUBE	
			SCALE	FULL SIZE		
			REPLACEMENT FOR		SIZE <b>B</b>	NUMBER BS-98-0533-67A
			REPLACED BY			
			DERIVED FROM	950-3112-021-3734		

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 1 1/4" DIA X 3 3/16" FIN LG	1	SAE4140	1

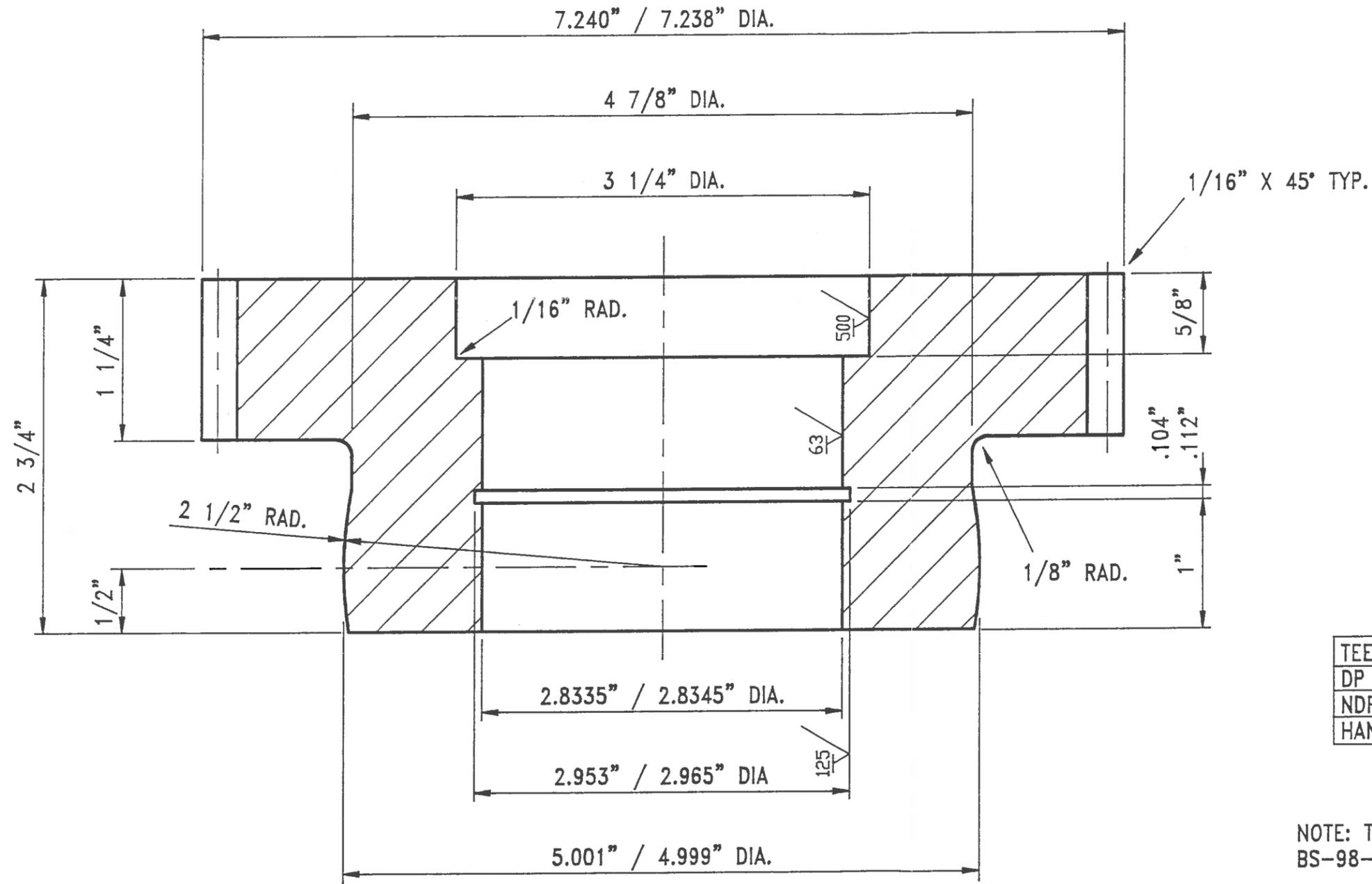


FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J. 16 JUL 98		
			CHECKED			
			SCALE	TWICE FULL SIZE	TITLE	
			REPLACEMENT FOR		DRIVE PINION SHAFT.	
			REPLACED BY		SIZE	NUMBER
			DERIVED FROM	950-3112-021-3721	B	BS-98-0533-67B



MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 7 3/4" DIA X 2 3/4" FIN LG.	1	SAE 4140	16

223/262 BHN



250 ALL OVER EXCEPT WHERE NOTED.

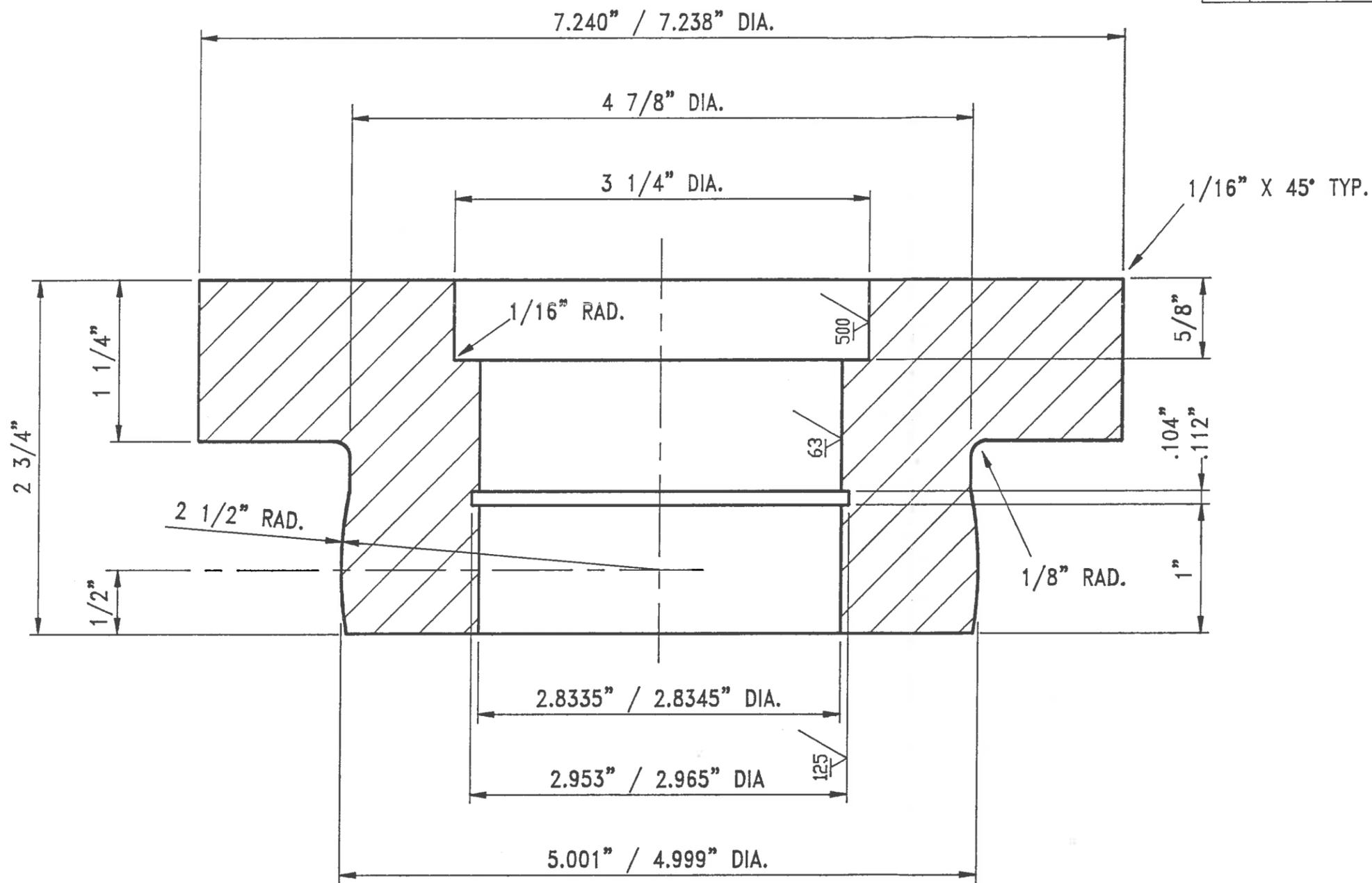
TEETH	56	HELIX ANGLE	-
DP	8	PR. ANGLE	20°
NDP	-	WHOLE DEPTH	.2813
HANDING	-	PITCH DIA.	7.000

NOTE: THIS GEAR TO RUN WITH 24 TOOTH PINIONS BS-98-0533-62 & 62A ON 5.000" CENTRE DISTANCE.

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.		15 JUL 98
			CHECKED			
			SCALE	FULL SIZE		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			TITLE		DETAIL OF DRIVING WHEEL.	
			SIZE	NUMBER	BS-98-0533-70A	
			B			



**PROVINCIAL**  
INTERNATIONAL CRANES INC.



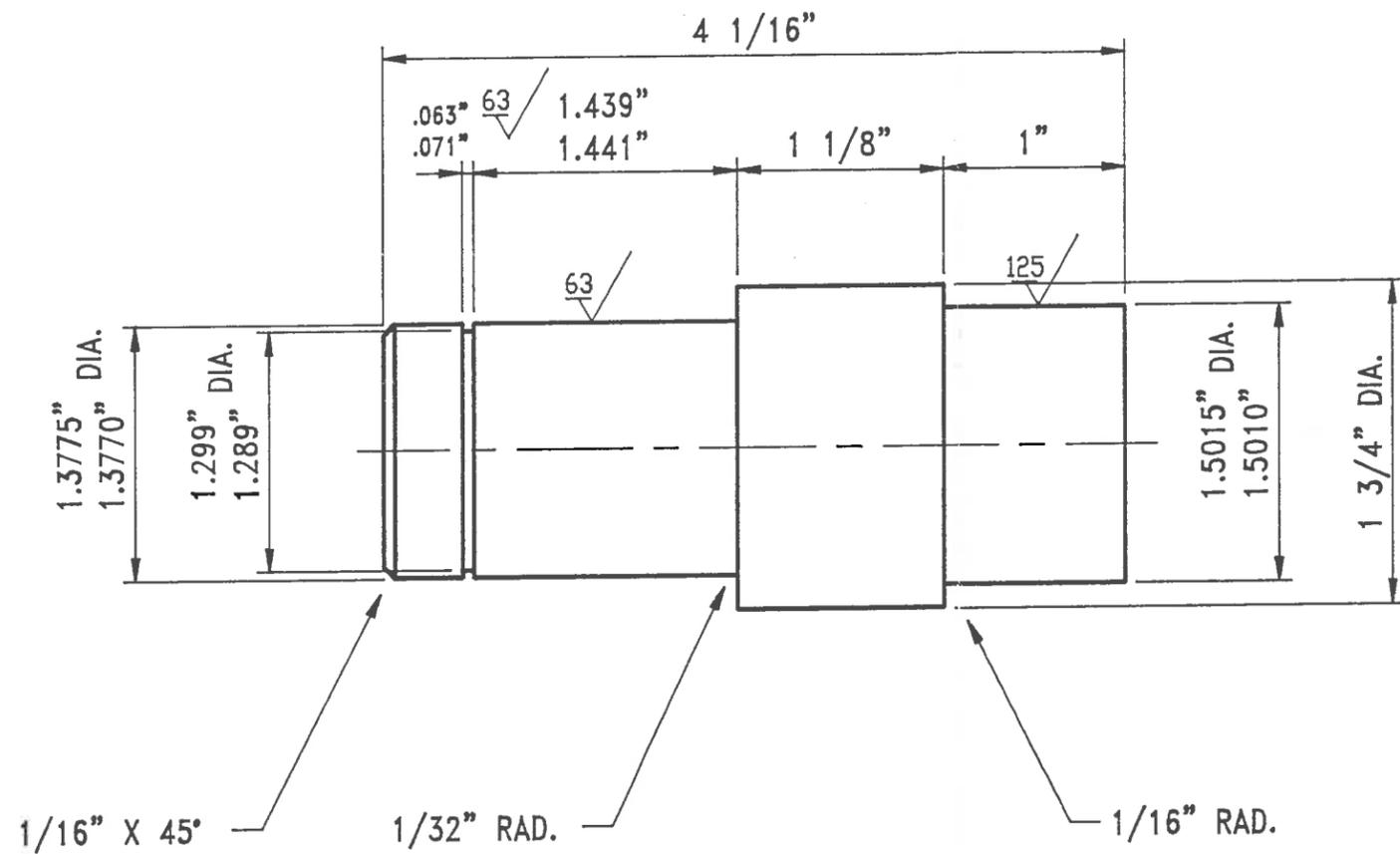
MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 7 3/4" DIA X 2 3/4" FIN LG.	1	SAE 4140	16

223/262 BHN

250 ALL OVER EXCEPT WHERE NOTED.

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.		15 JUL 98
			CHECKED			
			SCALE	FULL SIZE		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		TITLE <b>DETAIL OF TRAILING WHEEL.</b>	
			SIZE	NUMBER		
			B	BS-98-0533-70B		

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 2" DIA X 4 1/16" FIN LG.	1	A576-1040	2

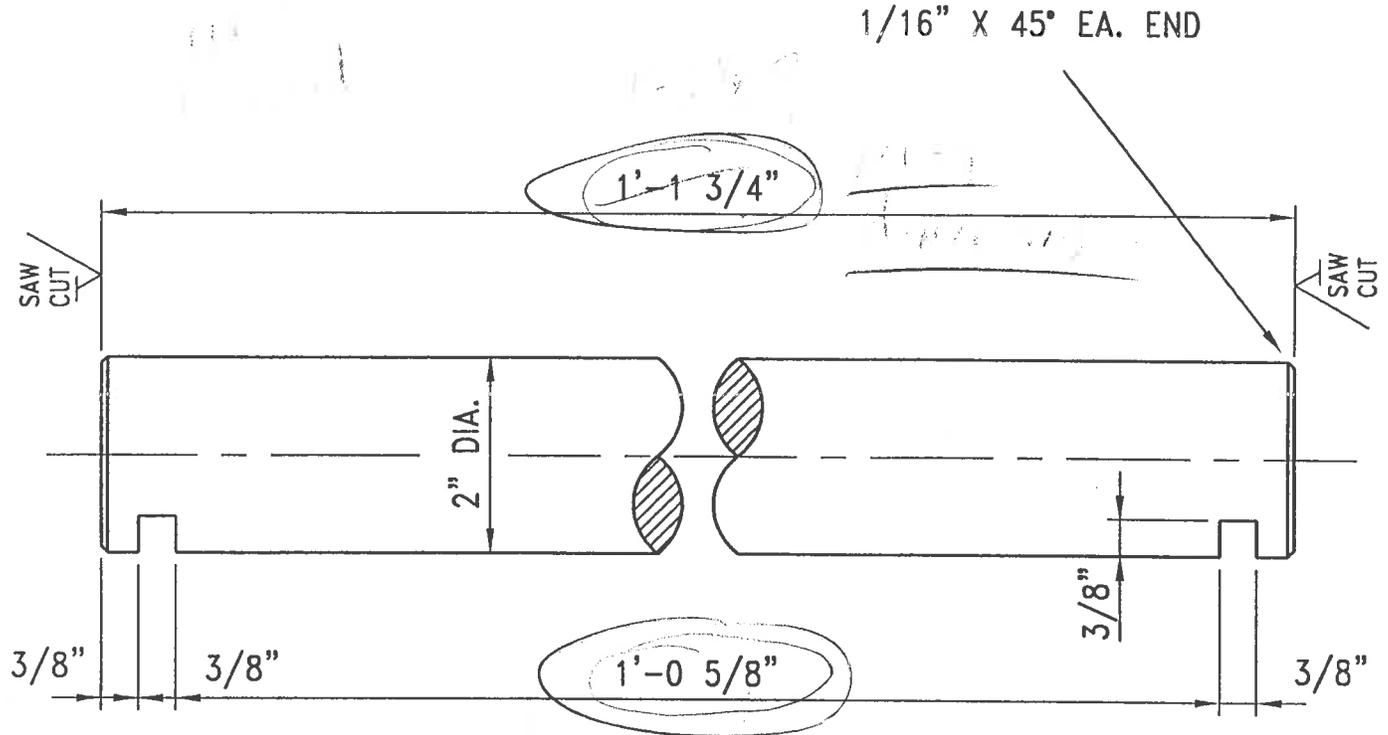


63/ ALL FILLETS.  
 250/ ALL OVER EXCEPT WHERE NOTED.

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.		15 JUL 98
			CHECKED			
			SCALE	FULL SIZE		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			TITLE			
			DETAIL OF AXLE.			
			SIZE	NUMBER		
			B			BS-98-0533-70C



**PROVINCIAL**  
INTERNATIONAL CRANES INC.



**RECEIVED**  
JUL 20 1998

*CORRECT DIMENSIONS  
make it work*

**STEPHENS AND RANKIN INC.**  
222 MARTINDALE RD. PO. BOX  
ST. CATHARINES, ONTARIO

DE LEUW, CATHER & CO. of N.Y., INC.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION		DATE
<input type="checkbox"/>	1. APPROVED	8/6/98
<input checked="" type="checkbox"/>	2. APPROVED AS NOTED	
<input type="checkbox"/>	3. DISAPPROVED, RESUBMIT	

BY: *WBF*

*1'-0 5/8"*  
*4 x 3/8"*  
*1' 2 1/8"*

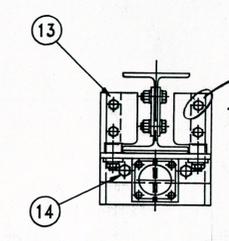
FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.	14 JUL 98	
			CHECKED			
			SCALE	6" = 1'-0"		
			REPLACEMENT FOR	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		
			REPLACED BY			
			DERIVED FROM			
			SIZE	NUMBER		
			A	AS-98-0533-73		

FILMED

MATERIAL AND PARTS LIST			
QTY.	DESCRIPTION	QTY.	ITEM NO.
1	DRIVE ASSEMBLY.	2	BS-98-0533-61
2	5" DIA. RAILWHEEL ASSEMBLY.	4	BS-98-0533-70
3	SIDE ROLLER ASSEMBLY.	2	BS-98-0533-152
4	END TRUCK DETAIL.	1	BS-98-0533-75A
5	BOGIE DETAIL.	2	DS-98-0533-76
6	PLATFORM ATTACHMENT BRACKET.	2	DS-98-0533-151
7	BOGIE PIVOT PIN.	2	AS-98-0533-73
8	GUARDS	2	BS-98-0533-87
9	RUNWAY END STOP.	2	BS-98-0533-161
10	3/4" A-325 BOLT X 2" LG.	8	
11	3/4" A-325 BOLT X 2 1/2" LG.	40	
12	3/4" A-325 BOLT X 3" LG.	20	
13	5/8" CS X 2" LG C/W NUT & LV.	16	GRADE 5
14	3/4" CS X 2 1/4" LG C/W NUT & LV.	4	GRADE 5
15	3/4" TV	44	

ABOVE QUANTITIES LISTED FOR ONE END TRUCK ASSY. ONE ASSEMBLY REQUIRED AS DRAWN. ONE ASSEMBLY REQUIRED OPPOSITE HAND.

RUNWAY END STOPS NOT SHOWN IN PLAN VIEW



SECTION B - B

USE A325 STRUCTURAL BOLTS TYP.

13/16" DRILL AT ERECTION FOR MARK OF BUMPER BRACKET. (11)

BUMPERS SHALL BE IN ACCORDANCE WITH SECTION 4.8 OF CMAA-74

LOCATION TO BE DETERMINED BY THE ENGINEER AT SITE DURING ERECTION. (TYPICAL).

RANKIN CONSTR. TO VERIFY CLEARANCE

TRAVELLER PLATFORM DRAWINGS DS-98-0533-150 AND 150A

HAVE NOT RECEIVED THESE DRAWINGS TO DATE.

TRAVEL SPEED 59 FPM  
MOTORS 0.75 HP, 105 OUTPUT RPM, TWO PER TRUCK.

DE LEUW, CATHER & CO. of N.Y., INC.  
Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION	DATE
1. APPROVED	9/3/98
2. APPROVED AS NOTED	
3. DISAPPROVED, RESUBMIT	BY: WBF

Received 9/1/98

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FILMED	REV No	ZONE	NAME	DATE	REVISION DESCRIPTION	REV BY	DATE
	1		E.J.	17 JUL 98	BUMPERS & GUARDS ADDED.	E.J.	17 AUG 98

SCALE 1 1/2" = 1'-0"

ARRANGEMENT OF END TRUCKS

DS-98-0533-75

DS-98-0533-75

RECEIVED

JUL 20 1998

R.I.

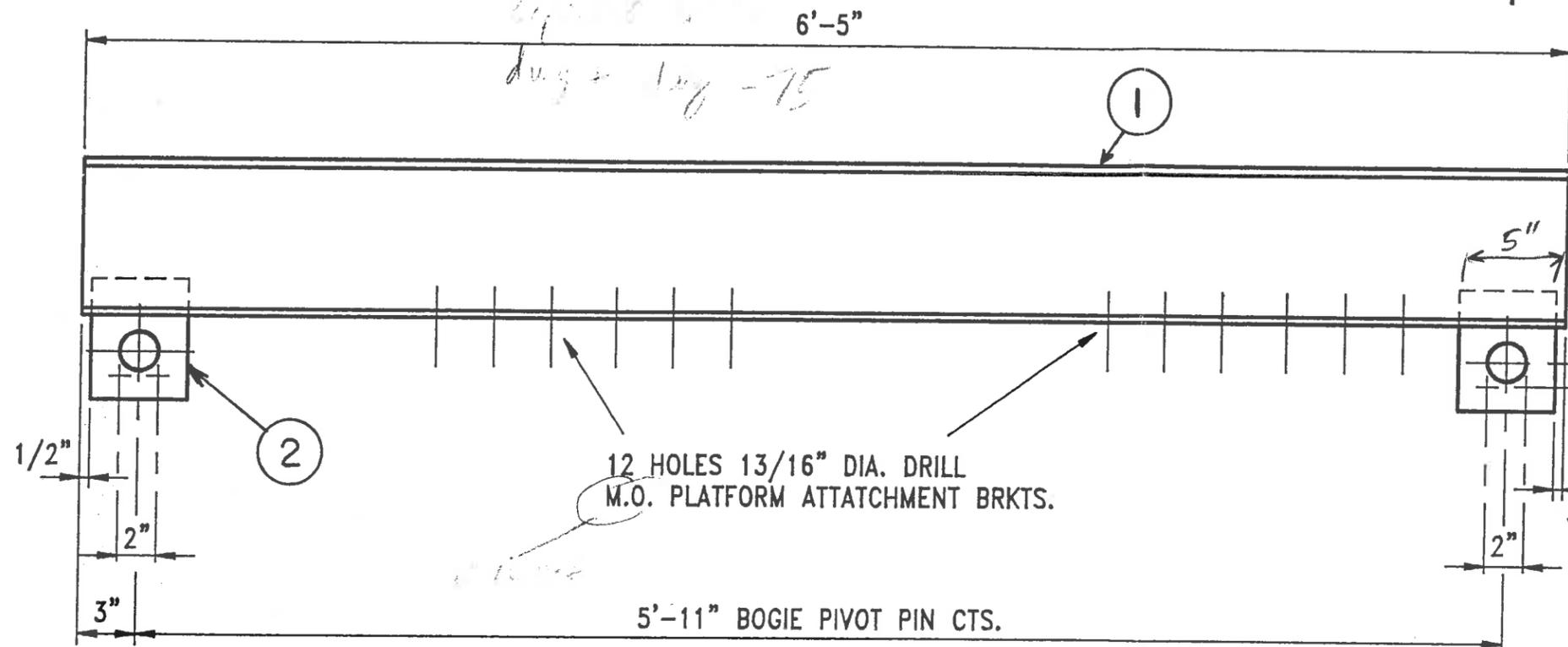
STEPHENS AND RANKIN  
222 BROADWAY

ADD SAFETY CATCHES IN CASE OF AXLE FAILURE.  
— GUARDS IN FRONT OF INTERIOR WHEELS.  
p.B56 spec's (new detail)

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	C 8 X 11.5 X 6'-5"	1	A-36	74
2	BAR 5/8" X 5" X 6 1/4"	2	A-36	10

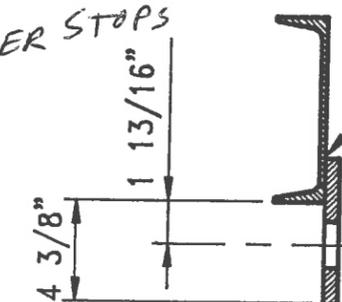
84

QTY'S LISTED FOR ONE SIDE MEMBER  
4 SIDE MEMBERS REQUIRED.



ADD BUMPER STOPS

NOTE RUNWAY END STOPS ARE NEC. 3 HAVE NOT BEEN DETAILED YET.



Verify Weld size.  
1/4" TYP.  
1/4" fillet is good for 2592 lb/in. connection weld strength = 2592 lb/in x 5" = 12,960 # ≈ 13K  
Load on Boogie Pivot Pin = 8K per P. 9 of calcs  
∴ OK

2.0010" / 2.0035" DIA. BORE & 2 HOLES D & T 1/2" - 13 EACH END.

NOTE: BEFORE BORING FOR PIVOT PINS, CLAMP WELDMENTS BACK TO BACK AND BORE THROUGH TO ENSURE THAT BORES ARE IN LINE.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION		DATE
<input type="checkbox"/>	1. APPROVED	8/6/98
<input checked="" type="checkbox"/>	2. APPROVED AS NOTED	
<input type="checkbox"/>	3. DISAPPROVED, RESUBMIT	
		BY: WBF

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.		13 JUL 98
			CHECKED			
			SCALE	1 1/2" = 1'-0"		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			TITLE: END TRUCK SIDE MEMBER.			
			SIZE	NUMBER		
			B	BS-98-0533-75A		

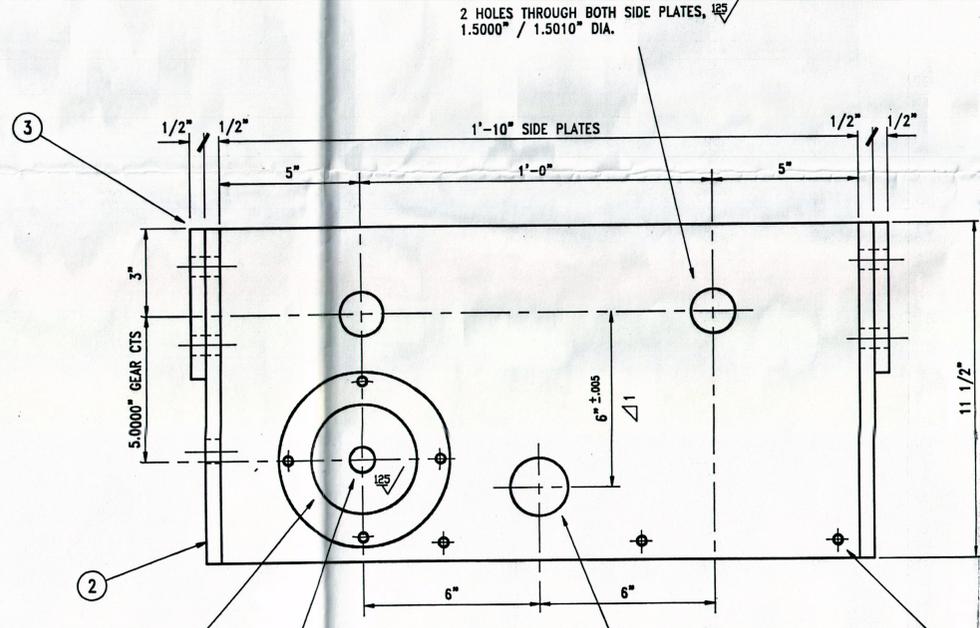
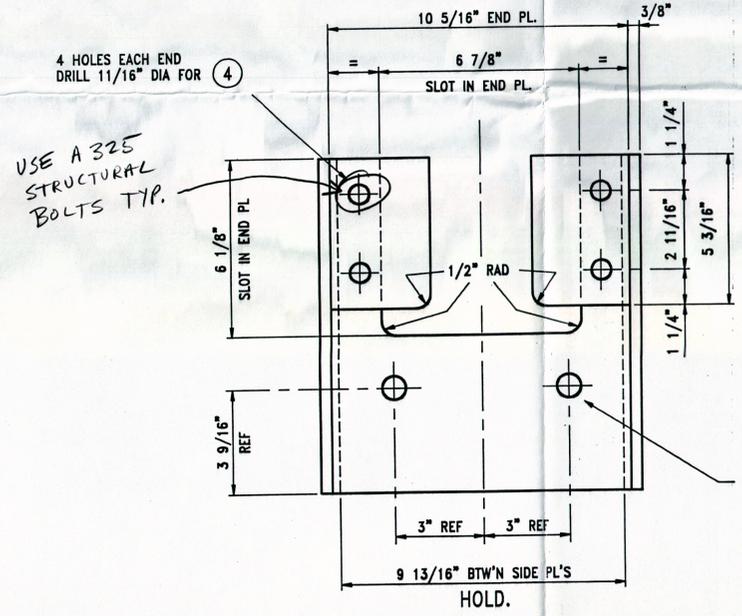
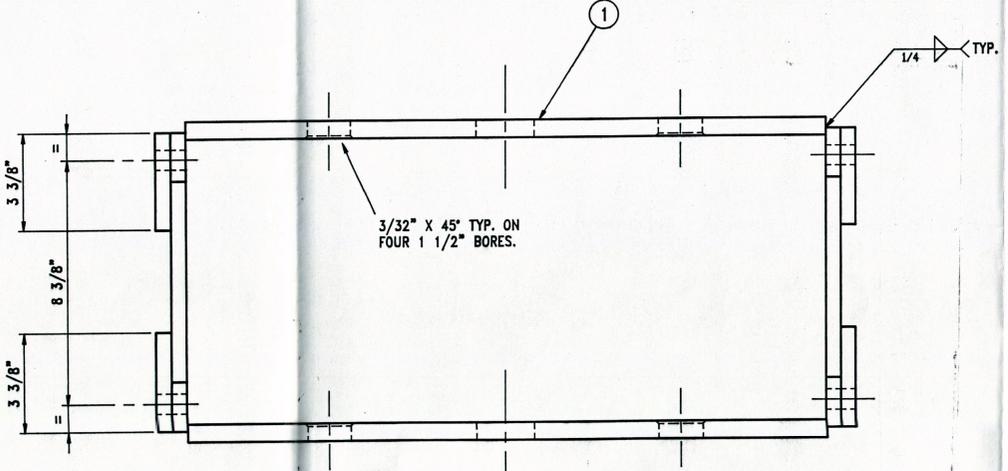
8 7 6 5 4 3 2 1

D  
C  
B  
A

QTY	DESCRIPTION	QTY	DESCRIPTION
1	PL 5/8" X 11 1/2" X 1'-10"	2	BS-98-0533-76B 90
2	PL 1/2" X 10 5/16" X 11 1/2"	2	BS-98-0533-76A 24
3	PL 1/2" X 3 3/8" X 5 3/16"	4	AS-98-0533-76C 10
4	CAPSCV 5/8" X 2" LG C/V NUT & LV	8	GRADE S 3

QUANTITIES LISTED FOR ONE BOGIE,  
2 BOGIES REQUIRED AS DRAWN.  
2 BOGIES REQUIRED OPP HAND.

A325



FACE NEAR SIDE PLATE 6" DIA TO CLEAN UP.  
BORE 3.740" / 3.741" DIA.  
DRILL & TAP 4 HOLES 5/16"-18NC  
EQUI-SPACED ON A 115mm P.C.D.

1 HOLE THROUGH FAR SIDE PLATES ONLY,  
0.8750" / 0.8760" DIA.

1 HOLE THROUGH BOTH SIDE PLATES,  
2.0010" / 2.0035" DIA.

3 HOLES EACH SIDE DRILL & TAP AT ASSY  
5/16"-18NC. MARK OFF GUARD.

REVIEWED FOR CONCEPT

DE LEUW, CATHER & CO. OF N.Y., INC.  
Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION DATE  
1. APPROVED 9/3/98  
2. APPROVED AS NOTED WBF  
3. DISAPPROVED, RESUBMIT  
Received 9/1/98

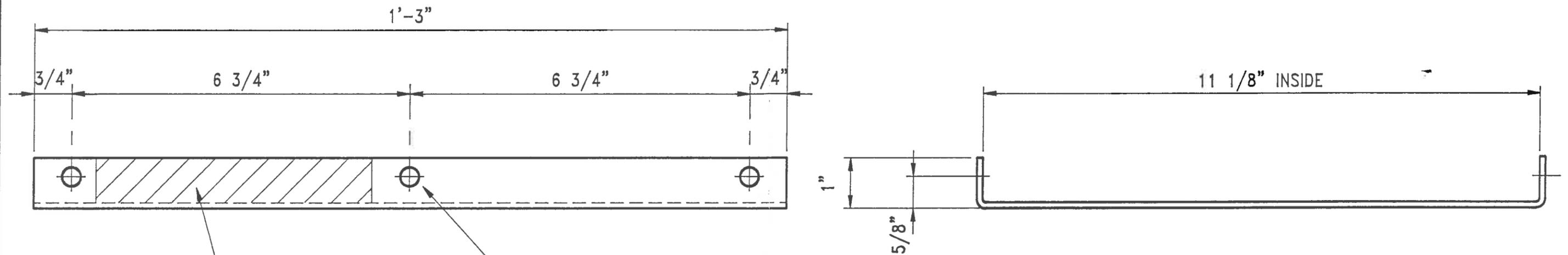
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FILED	REV No	ZONE	NAME	DATE	REVISION DESCRIPTION	REV BY	DATE
	1		E.J.	15 JUL 98	6" CTS. WAS 5" CTS.		19 AUG 98
			DRAWN			<b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	
			CHECKED				
			SCALE		END TRUCK BOGIE.		
			REPLACEMENT FOR		DS-98-0533-76		
			REPLACED BY				
			REVISION FROM				

DS-98-0533-76

8 7 6 5 4 3 2 1

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	PL 11 GA X 13 1/4" APP. X 1'-3"	1	A-36	7



CUT-OUT BOTH SIDES AT ASSEMBLY TO SUIT PATCHS PLATE ON BOGIES.

6 HOLES 3/8" DRILL,

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	
			DRAWN	E.J. 24 AUG 98		
			CHECKED		TITLE <b>TRAVEL GEARING GUARD.</b>	
			SCALE	6" = 1'-0"		
			REPLACEMENT FOR		SIZE	NUMBER
			REPLACED BY		B	BS-98-0533-87
			DERIVED FROM			

8 7 6 5 4 3 2 1

DE LEUW, CATHER & CO. of N.Y., INC.  
 Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of stated requirements of contract documents.  
 ACTION  
 DATE 9/3/98  
 BY: WBF

DE LEUW, CATHER & CO. of N.Y., INC.  
 Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of stated requirements of contract documents.  
 ACTION  
 DATE  
 BY: WBF

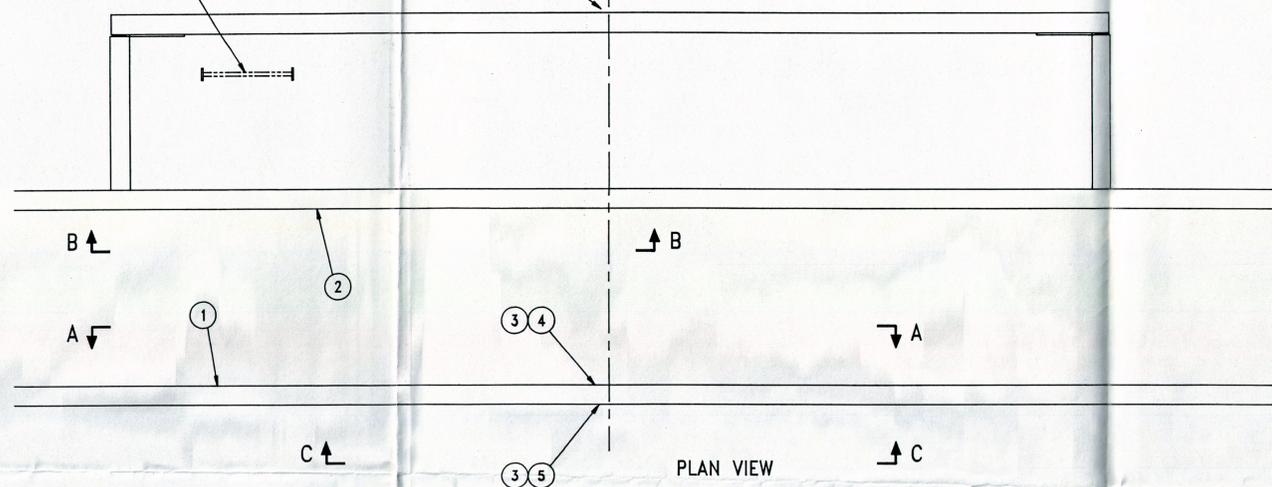
ITEM	DESCRIPTION	QTY.	DRAWING NO.	WEIGHT
1	CAPACITY PLATE	1	CS-98-0533-88A	10
2	WARNING PLATE	1	CS-98-0533-88B	10
3	NAME PLATE	1	C-1125	81
4	NAME PLATE FRAME (INSIDE)	1	CS-98-0533-88C	34
5	NAME PLATE FRAME (OUTSIDE)	2	CS-98-0533-88D	68
6	CAPSCW 1/2 X 1 1/4" LG, LW, NUT	4	CAD. PLATED	-
7	CAPSCW 1/2 X 1 1/4" LG, LW, NUT	8	CAD. PLATED	1
8	CAPSCW 3/8 X 3/4" LG, FW, LW, NUT	18	CAD. PLATED	1
9	CAPSCW 3/8 X 1" LG, FW, LW, NUT	8	CAD. PLATED	-
TOTAL WEIGHT:				205

Delete or decrease size of nameplate

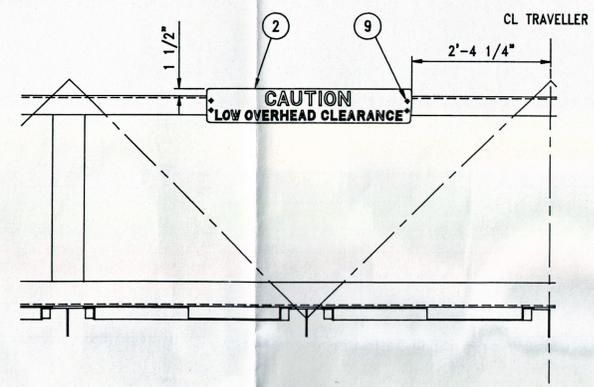
1 of 0

BOARDING LADDER, BS-98-0533-155

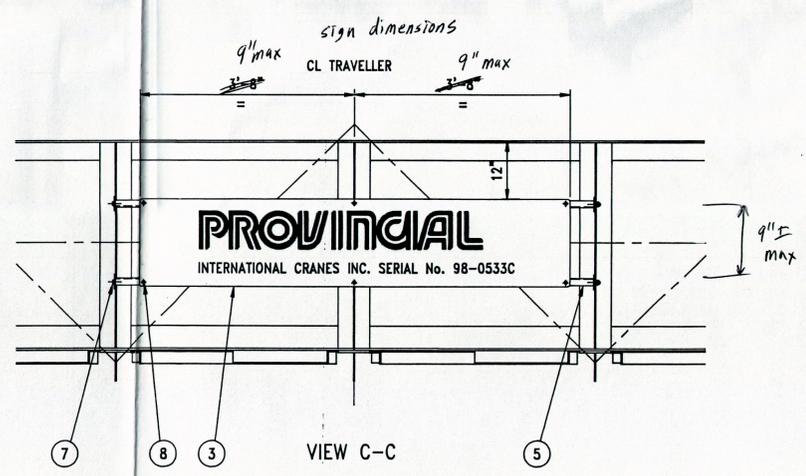
CL TRAVELLER



PLAN VIEW



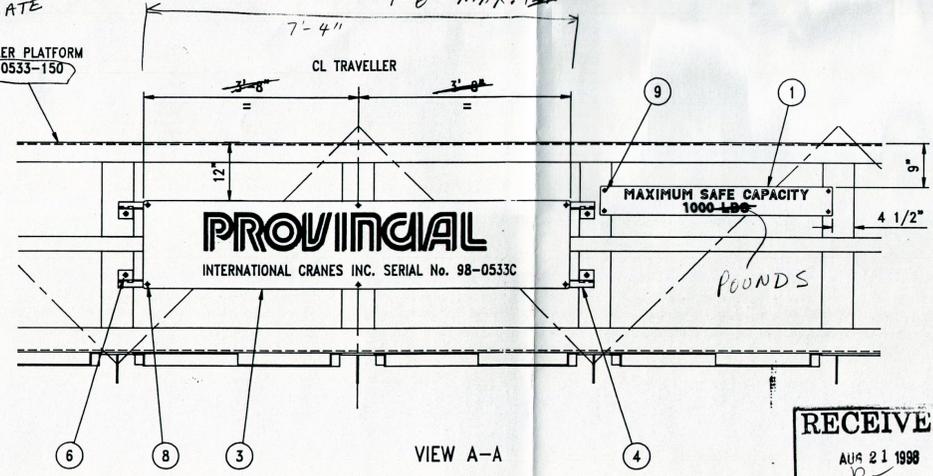
VIEW B-B



VIEW C-C

HAVE NOT RECEIVED THIS DRAWING TO DATE

DELETE NAME PLATE OR MAKE IT MUCH SMALLER



VIEW A-A

RECEIVED  
 AUG 21 1998

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FILMED	REV No	ZONE	NAME	DATE	REVISION DESCRIPTION	REV BY	DATE
			P.VLADIANU	AUG 20/98			
CHECKED							
SCALE				3/4" = 1' - 0"			
REPLACED BY							
DESIGNED BY			DE LEUW, CATHER, & CO. DWGS				

PROVINCIAL INTERNATIONAL CRANES INC.

MAINTENANCE TRAVELLER LOCATION OF NAMEPLATE, ETC.

DS-98-0533-88

8 7 6 5 4 3 2 1

DS-98-0533-88



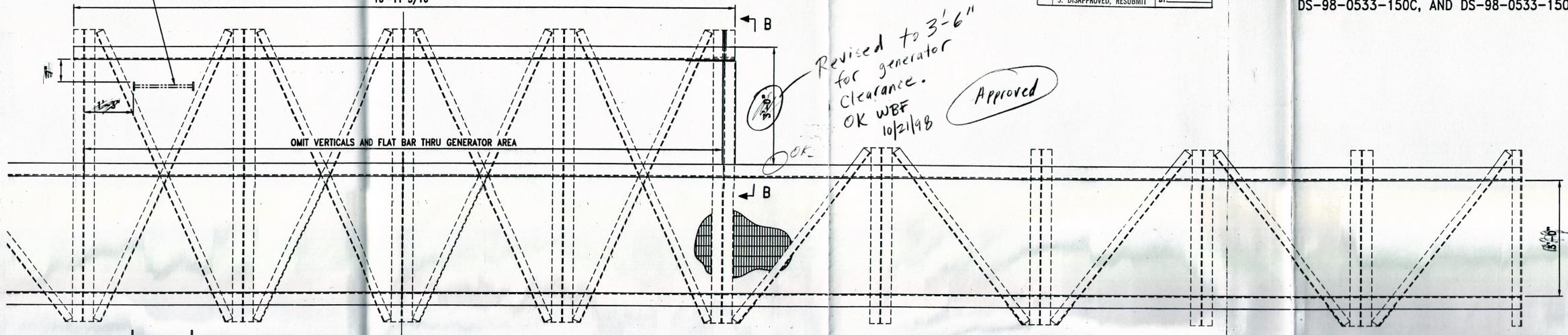
DE LEUW, CATHER & CO. of N.Y., INC.	
Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.	
ACTION	DATE
1. APPROVED	10/15/98
2. APPROVED AS NOTED	
3. DISAPPROVED, RESUBMIT	BY: WBF

NOTE: THIS DRAWING IS TO BE USED IN CONJUNCTION WITH DRAWINGS DS-98-0533-150A, DS-98-0533-150B, DS-98-0533-150C, AND DS-98-0533-150D

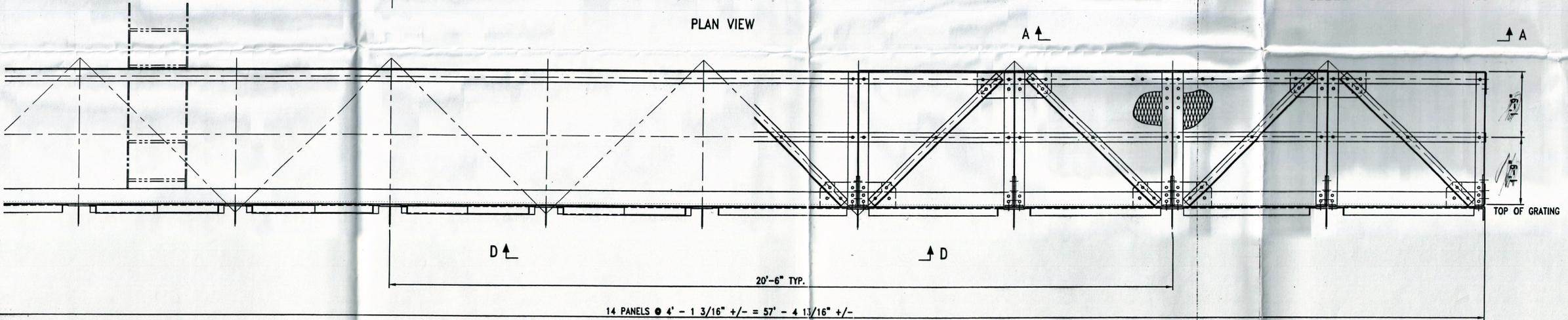
FOR LADDER, SEE BS-98-0533-155

SYM. ABOUT CL OF TRAVELLER

16'-11 5/16"



PLAN VIEW



ELEVATION

DS-98-0533-150

FILMED	REV No	ZONE	REVISION DESCRIPTION	REV BY	DATE
	DRAWN	P. VLADIANU	JULY 21/98		
	CHECKED				
	SCALE	3/4" = 1' - 0"			
	REPLACED BY	DE LEUW, CATHER, & CO. DWGS			
	REVISION FROM				
			<b>PROVINCIAL</b>		
			INTERNATIONAL CRANES INC.		
			TITLE	MAINTENANCE TRAVELLER	
				PLAN & ELEVATION	
			SIZE	D	
			NUMBER	DS-98-0533-150	

MATERIAL & PARTS LIST *Hope scidal shape required.*

SYM.	DESCRIPTION	QTY.	DRAWING/MATERIAL	WGT.	SYM.	DESCRIPTION	QTY.	DRAWING/MATERIAL	WGT.
1	L 5 X 3 X 3/8 X 57'-3 12/16" LG	2	A36	1123	24	GUSSET PL 3/8 X 8 X 8	6	AS-98-0533-150H	34
2	L 4 X 4 X 3/8 X 57'-3 12/16" LG	2	A36	1123	25	L 3 X 3 X 1/4 X 3'-6 1/4" LG	2	A36	69
3	L 4 X 4 X 3/8 X 16'-11 5/16" LG	1	A36	166	26	FILL PL 3/8 X 6 1/4 X 6 1/4 X 1'-5 1/2" LG	4	AS-98-0533-150P	55
4	L 3 X 3 X 3/8 X 16'-11 5/16" LG	1	A36	166	27	FILL PL 3/8 X 6 1/4 X 11 3/4 X 1'-5 1/2" LG	2	AS-98-0533-150Q	13
5	L 2 1/2 X 2 1/2 X 1/4 X 8'-2 1/2" LG	2	A36	268	28	FILL PL 3/8 X 6 1/4 X 1'-6 1/2" LG	2	AS-98-0533-150R	18
6	WT 6 X 12 1/2 X 7'-6 1/2" LG	5	A36	660	29	FILL PL 3/8 X 6 1/4 X 1'-8 1/4" LG	2	AS-98-0533-150F	80
7	L 2 1/2 X 2 1/2 X 1/4 X 5'-6 5/8" LG	10	A36	228	30	FILL PL 3/8 X 6 1/4 X 10"	2	AS-98-0533-150G	10
8	WT 6 X 15 X 4'-6 1/2" LG	2	A36	545	31	PL 3/8 X 3 X 3' square	68	A36	61
9	BAR 1/4 X 3 X 57'-3 12/16" LG	1	A36	146	32	PL 1/4 X 6 3/4 X 10 3/4" GUSSET	2	AS-98-0533-150K	53
10	BAR 1/4 X 3 X 16'-11 5/16" LG	1	A36	43	33	EXPANDED METAL 3'-4 1/2 X 12'-8 3/8" LG	1	MC-NICHOLS 3/4 #138	126
11	WT 6 X 15 X 3'-6 1/4" LG	24	A36	1479	34	PL 3/8 X 8 X 11 1/4" GUSSET	6	AS-98-0533-150J	56
12	L 3 X 3 X 1/4 X 4'-8 7/8" LG	2	A36	738	35	GRATING 3' X 23'-9" LG	1	GALV-100-1/4X3/16" 1590	1590
13	L 4 X 4 X 3/8 X 2'-8" LG	2	A36	59	36	PL 3/8 X 6 1/4 X 6 1/2" square	8	A36	34
14	BAR 1/4 X 3 X 3'-6 3/4" LG	2	A36	18	37	L 4 X 4 X 1/4 X 3'-6 5/8" LG	2	A36	41
15	BAR 1/4 X 5 X 3'-0 3/4" LG	2	A36	26	38	FILL PL 3/8 X 3 X 6 1/2" square	2	A36	50
16	L 4 X 4 X 3/8 X 2'-10 13/16" LG	2	A36	18	39	FILL PL 1/4 X 3 X 7" square	4	A36	6
17	BAR 1/4 X 3 X 2'-11 3/16" LG	2	A36	15	40	FILL PL 1/4 X 2 1/2 X 10" rectangle	8	A36	14
18	BAR 1/4 X 5 X 2'-11 3/16" LG	2	A36	25	41	FILL PL 3/8 X 3 3/8 X 6" rectangle	2	A36	4
19	L 3 X 3 X 1/4 X 4'-3 7/16" LG	2	A36	84	42	BAR 1/4 X 1 X 12'-3" LG	4	A36	167
20	BENT PLATE 3/8 X 9 7/16 X 12"	50	AS-98-0533-150M	526	43	BAR 3/8 X 3 X 6 1/4" LG	2	A36	4
21	BENT PLATE 3/8 X 8 5/8 X 12 1/2"	4	AS-98-0533-150N	33	44	CAPSCW 3/8 X 1 1/2" LG, LV & FV, NUT	180	reasonable	19
22	L 4 X 4 X 3/8 X 4'-6 1/2" LG	2	A36	77	45	CAPSCW 1/2 X 2 1/2" LG, LV & FV, NUT	45	reasonable	11
23	GUSSET PL 3/8 X 8 X 11 1/2"	60	AS-98-0533-150L	504	46	BOLTING DETAIL (SEE OTHER DWG)	1	DS-98-0533-150D	680
					47	BAR 1/4 X 3 X 20'-9" LG	2	A36	106

*GALVANIZE EXPANDED METAL.*

*Approved As Noted*

*Request all detail dwg's for file. (one copy is OK)*

*for attaching expanded metal for attaching grating*

NOTE: USE THIS DRAWING IN CONJUNCTION WITH DS-98-0533-150 THRU DS-98-0533-150D

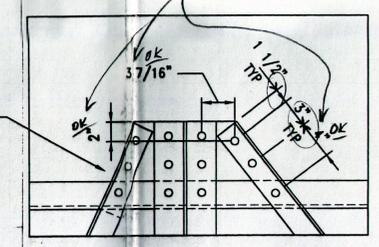
CLR = CUT OUTSTANDING LEGS AS REQ'D

NOTE: CUT-AND-NOTCH GRATING TO SUIT. BOLT AT ENDS OF WT SHAPES, 3 BOLTS AT END ANGLES, DRILL 44 HOLES 9/16" DIA for 1/2" capscrews for attaching grating

*Note A: Did not check these dimensions. As long as all pieces fit together & workmanship is adequate, the designer does not concern himself w/ these dimensions.*  
*see Note A*  
 WBF  
 10/15/98

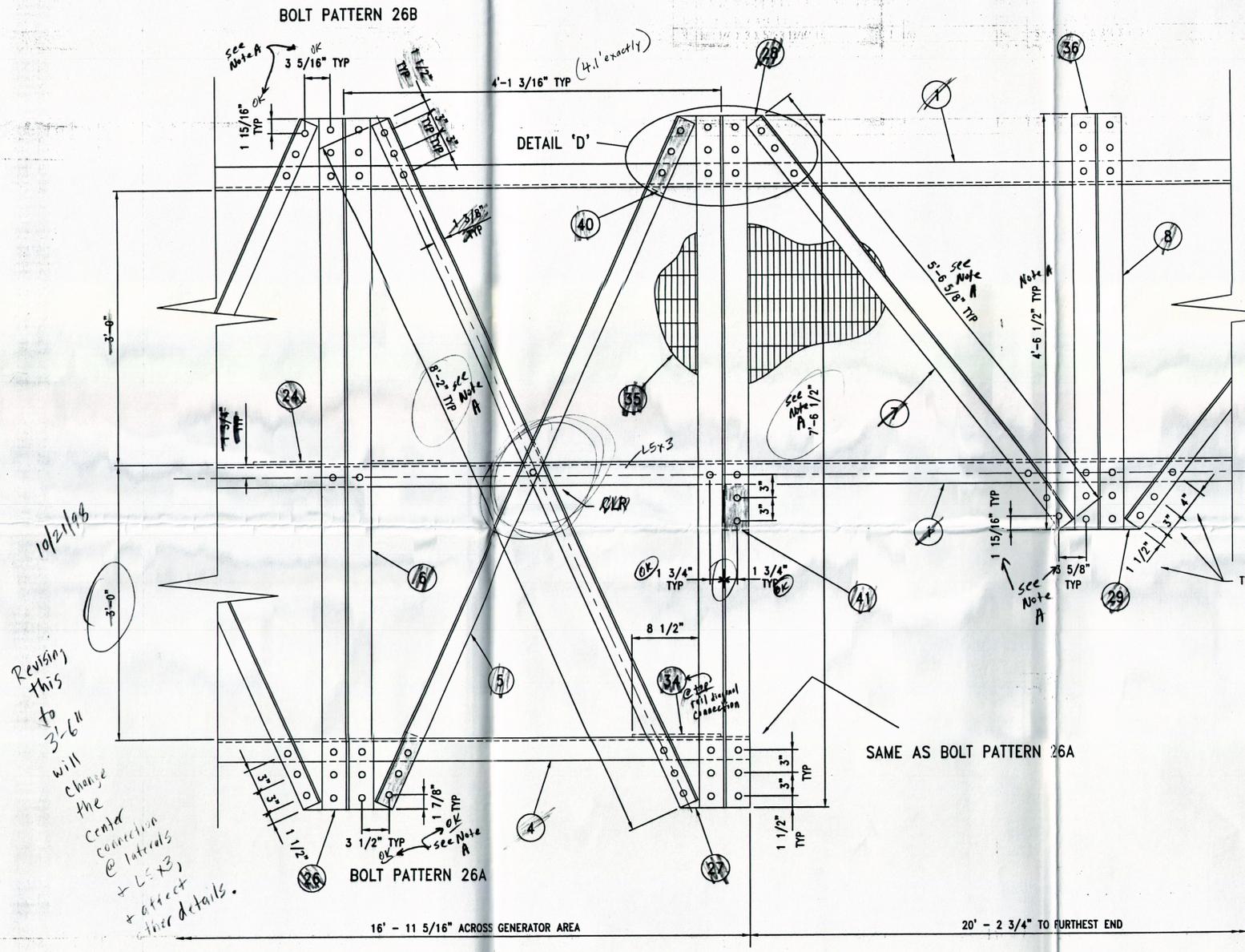
DE LEUW, CATHAR & CO. OF N.Y., INC.  
 Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION	DATE
1. APPROVED	10/15/98
2. APPROVED AS NOTED	WBF
3. DISAPPROVED, RESUBMIT	



DETAIL 'D'

FILED	REV NO	ZONE	REVISION DESCRIPTION	REV BY	DATE
DRAWN	P.VLADIANU	JUNE 29/98			
CHECKED					
SCALE	1 1/2" = 1'-0"		TITLE	MAINTENANCE PLATFORM DETAIL	
DESIGNED BY	DE LEUW, CATHAR, & CO. DWGS		SIZE	D	
			NUMBER	DS-98-0533-150A	



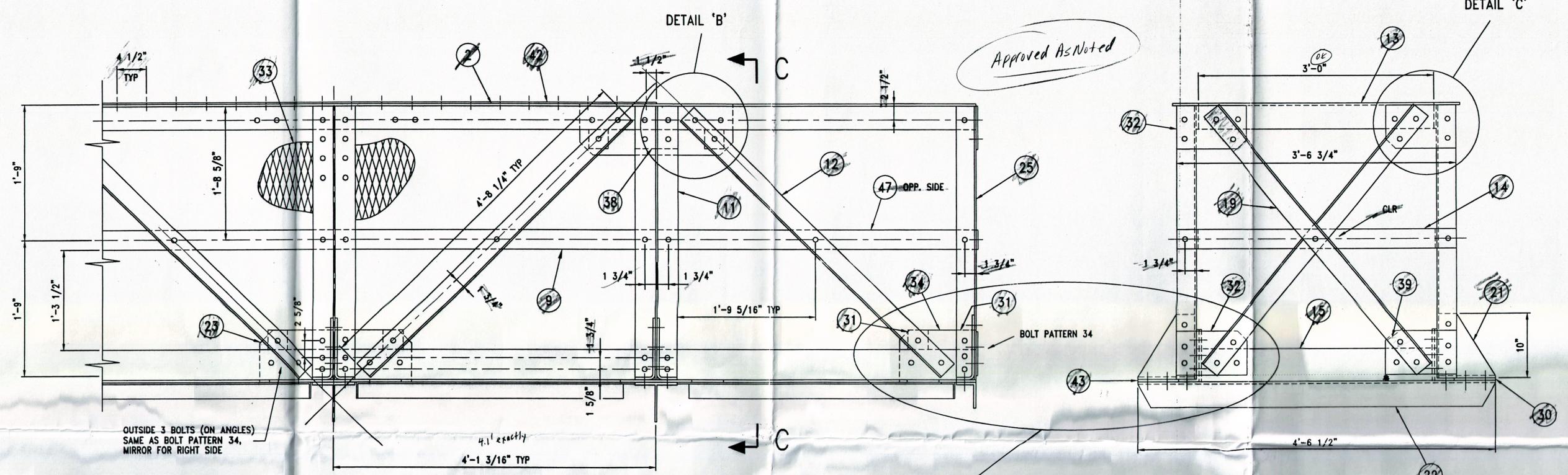
VIEW ON ARROWS D-D

*10/21/98*  
 Revising this to 3-6 will change the center connection @ interiors + L5 X3 + attach their details.

DS-98-0533-150A

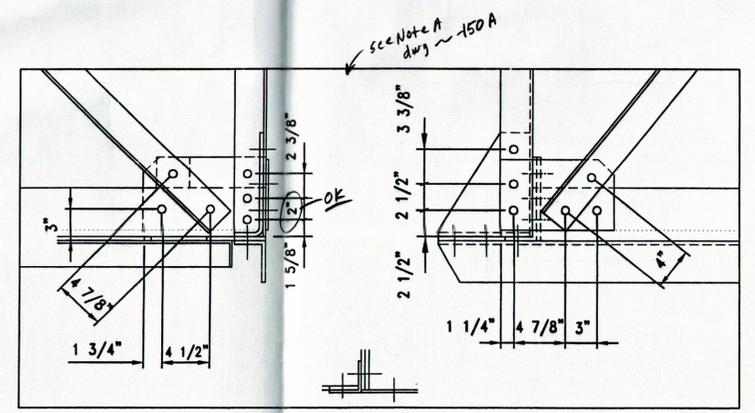
DE LEUW, CATHER & CO. OF N.Y., INC.  
 Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION		DATE
<input type="checkbox"/>	1. APPROVED	10/15/98
<input checked="" type="checkbox"/>	2. APPROVED AS NOTED	WBF
<input type="checkbox"/>	3. DISAPPROVED, RESUBMIT	

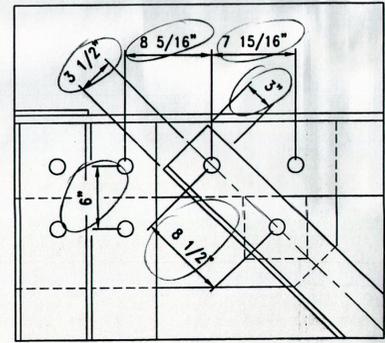


VIEW ON ARROWS A-A

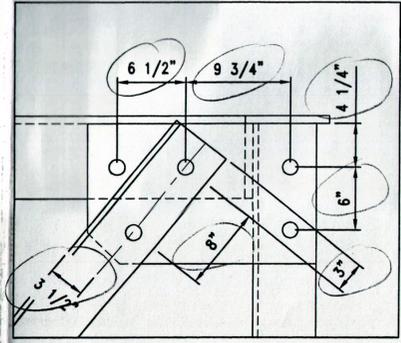
Details B+C are at different scale. Dimensions are not correct. - See Details on dwg. - 150 D



DETAIL 'A'



DETAIL 'B'



DETAIL 'C'

NOTE: USE THIS DRAWING IN CONJUNCTION WITH DS-98-0533-150 THRU DS-98-0533-150D

NOTE: - CUT EXPANDED METAL TO SUIT, BOLT AT APPROX. 18" INTERVALS TO TOP AND BOTTOM ANGLES (ITEMS 1 & 2), DRILL HOLES 1/16" DIA  
 Also, Attach <sup>3/8" capscrews for exp. metal</sup> intermittently at mid-rail bar.  
 exp. metal

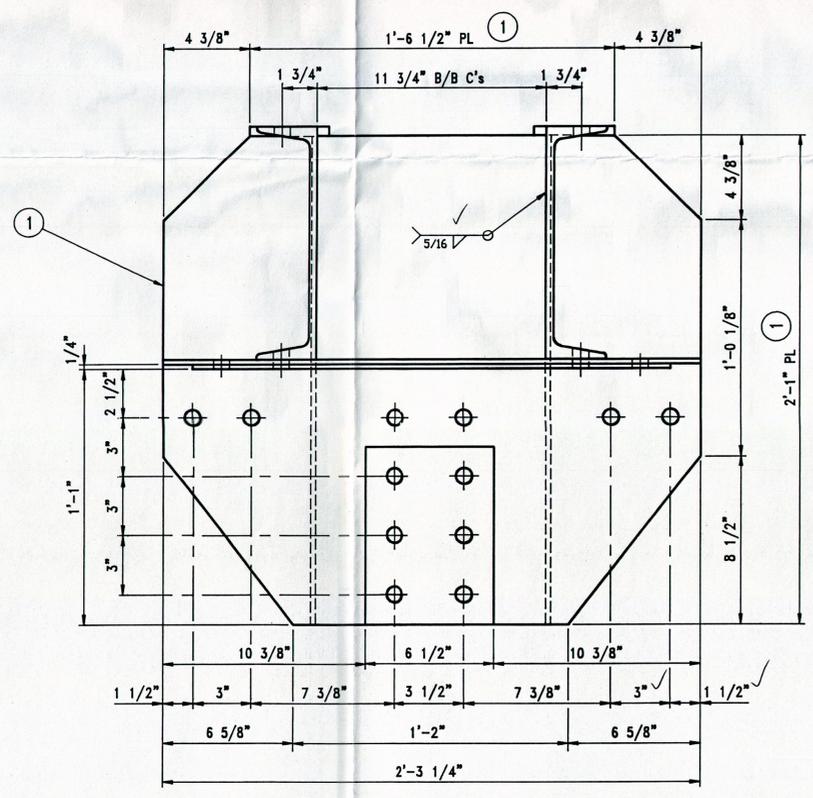
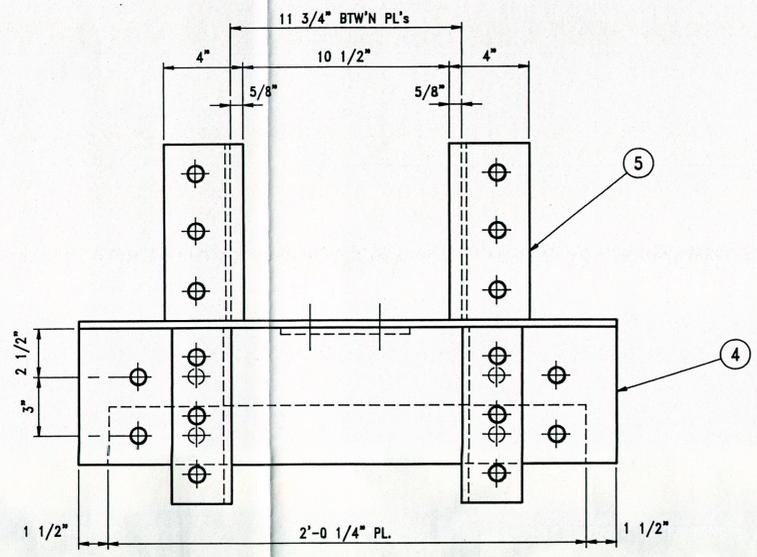
FILMED	REV No	ZONE	REVISION DESCRIPTION	REV BY	DATE
DRAWN	P. VLADIANU		DATE	JUNE 29/98	
CHECKED					
SCALE	1 1/2" = 1' - 0"		TITLE	MAINTENANCE PLATFORM DETAIL	
PROJECT					
DRAWN BY	DE LEUW, CATHER, & CO. DWGS		SIZE	D	
			NUMBER	DS-98-0533-150B	

DS-98-0533-150B





8 7 6 5 4 3 2 1

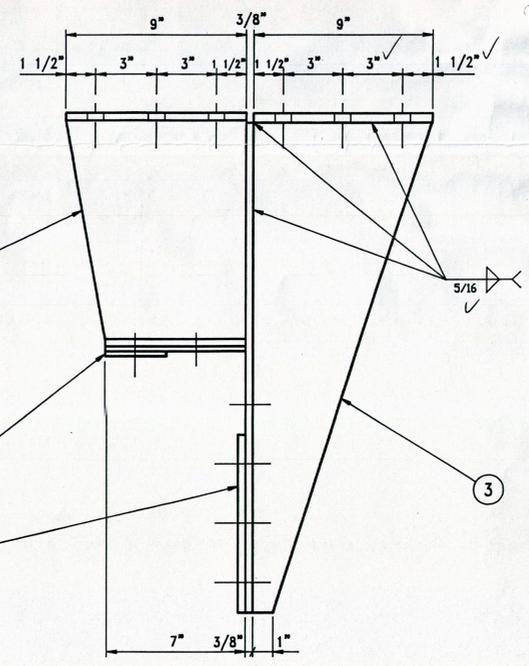


ALL HOLES DRILL 13/16" DIA.

# bolts  
 number thickness  
 as per design  
 OK

Approved HSI/ML ✓

Adjust for  
 lowering end track  
 channels/bores



Dimensions  
 will change

Approved  
 for concept

QTY.	DESCRIPTION	QTY.	DRAWING NO.	WEIGHT
1	PL 3/8" X 25" X 2'-3 1/4"	1	DS-98-0533-151A	64
2	PL 3/8" X 6 1/2" X 9"	1	A-36	6
3	PL 1/4" X 9" X 2'-1"	2	A-36	18
4	PL 1/4" X 7" X 2'-3 1/4"	1	A-36	14
5	BAR 1/2" X 4" X 9"	2	A-36	10
6	BAR 1/4" X 3" X 2'-0 1/4"	1	A-36	5
7	C12 X 25 X 9"	2	A-36	33

150

QUANTITIES LISTED FOR ONE BRACKET  
 TWO BRACKETS REQUIRED AS DRAWN  
 TWO BRACKETS REQUIRED OPP HAND

DE LEUW, CATHAR & CO. of N.Y., INC.  
 Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

DATE: 8/6/98  
 BY: WBF

ACTION:  
 1. APPROVED  
 2. APPROVED AS NOTED  
 3. DISAPPROVED, RESUBMIT

RECEIVED  
 JUL 20 1998  
 K.

TACK WELD 2 TO 1 AND  
 6 TO 4 BEFORE DRILLING.

This drawing is the property of PROVINCIAL INTERNATIONAL CRANES INC. Information herein presented is confidential, proprietary information of PROVINCIAL INTERNATIONAL CRANES INC. Any person accepting this information is required to accept the same in confidence, to agree to no disclosure, use or duplication thereof except as authorized by PROVINCIAL INTERNATIONAL CRANES INC., and to return the same upon request.

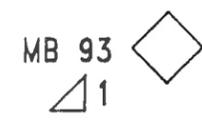
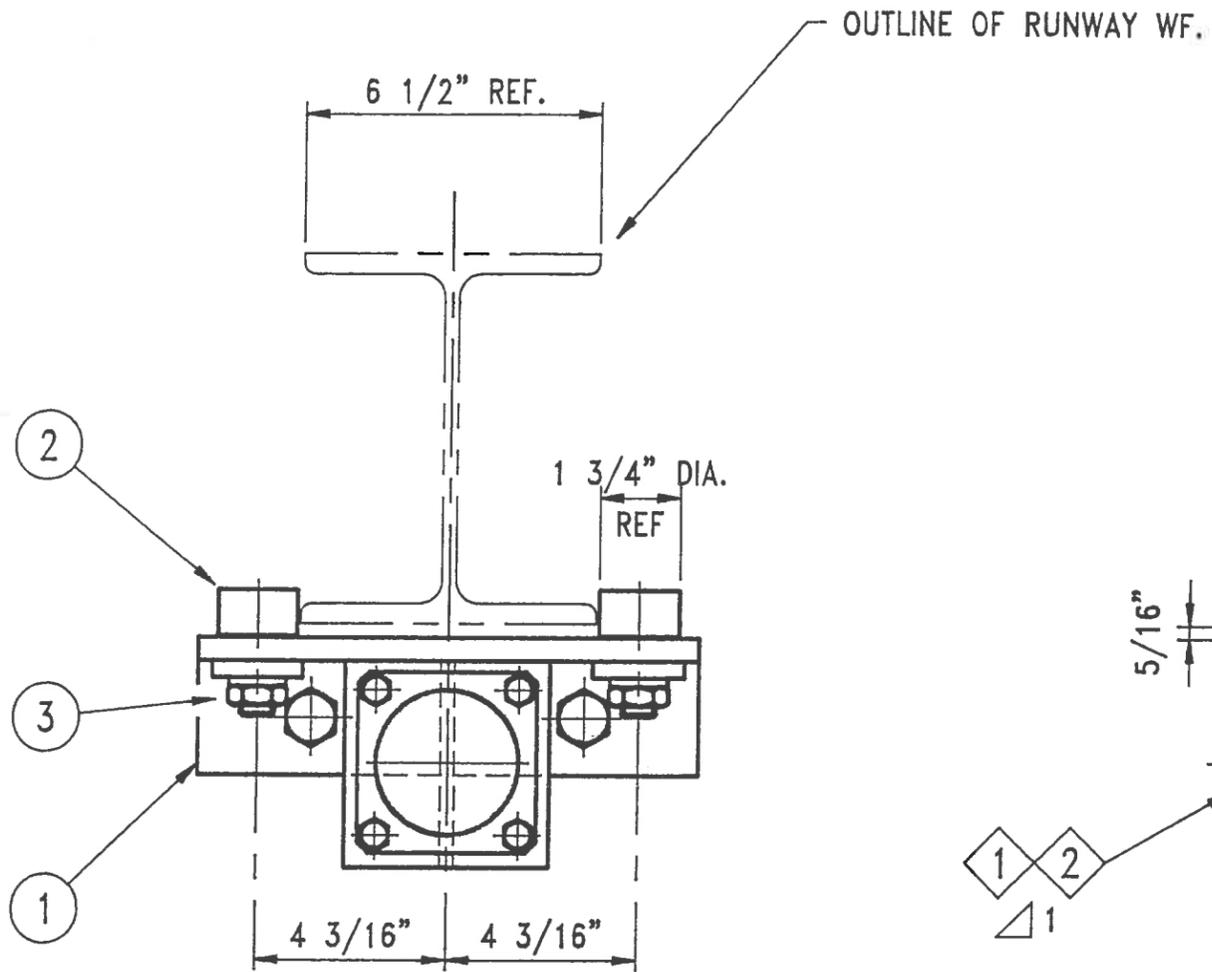
FILMED	REV No	ZONE	NAME	DATE	REVISION DESCRIPTION	REV BY	DATE
			E.J.	14 JUL 98			

SCALE: 3" = 1'-0"

PROVINCIAL INTERNATIONAL CRANES INC.  
 PLATFORM ATTACHMENT BRACKET.  
 DS-98-0533-151

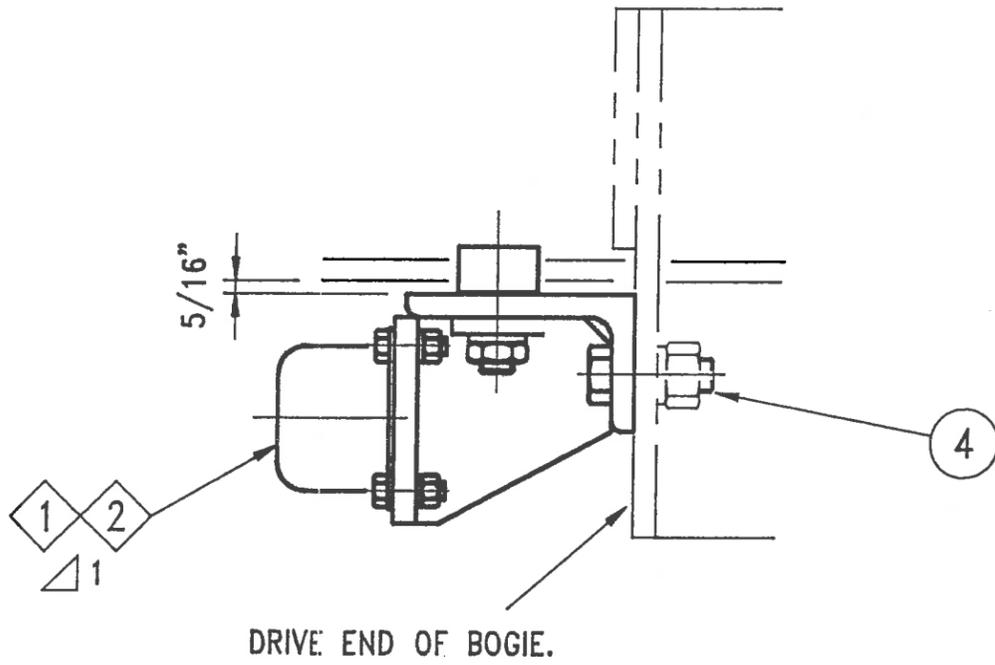
8 7 6 5 4 3 2 1

DS-98-0533-151



MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	SUPPORT.	1	BS-98-0533-152A	17
2	McGILL CAM FOLLOWER.	2	No CFE-1 3/4-SB	2
3	3/4" JAM NUT & LW	2		
4	CAPSCW 3/4" X 2 1/4" NUT & LW	2	GRADE 5	2
1	RUBBER BUMPER.	1	#80 16951	2
2	CAPSCW 3/8" X 1 1/4" NUT & LW	4	GRADE 2	

QUANTITIES LISTED FOR ONE ASSY,  
4 ASSEMBLIES REQUIRED.



DE LEUW, CATHER & CO. of N.Y., INC.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION	DATE
<input checked="" type="checkbox"/> 1. APPROVED	9/3/98
<input type="checkbox"/> 2. APPROVED AS NOTED	
<input type="checkbox"/> 3. DISAPPROVED, RESUBMIT	BY: WBF

RECEIVED 9/1/98

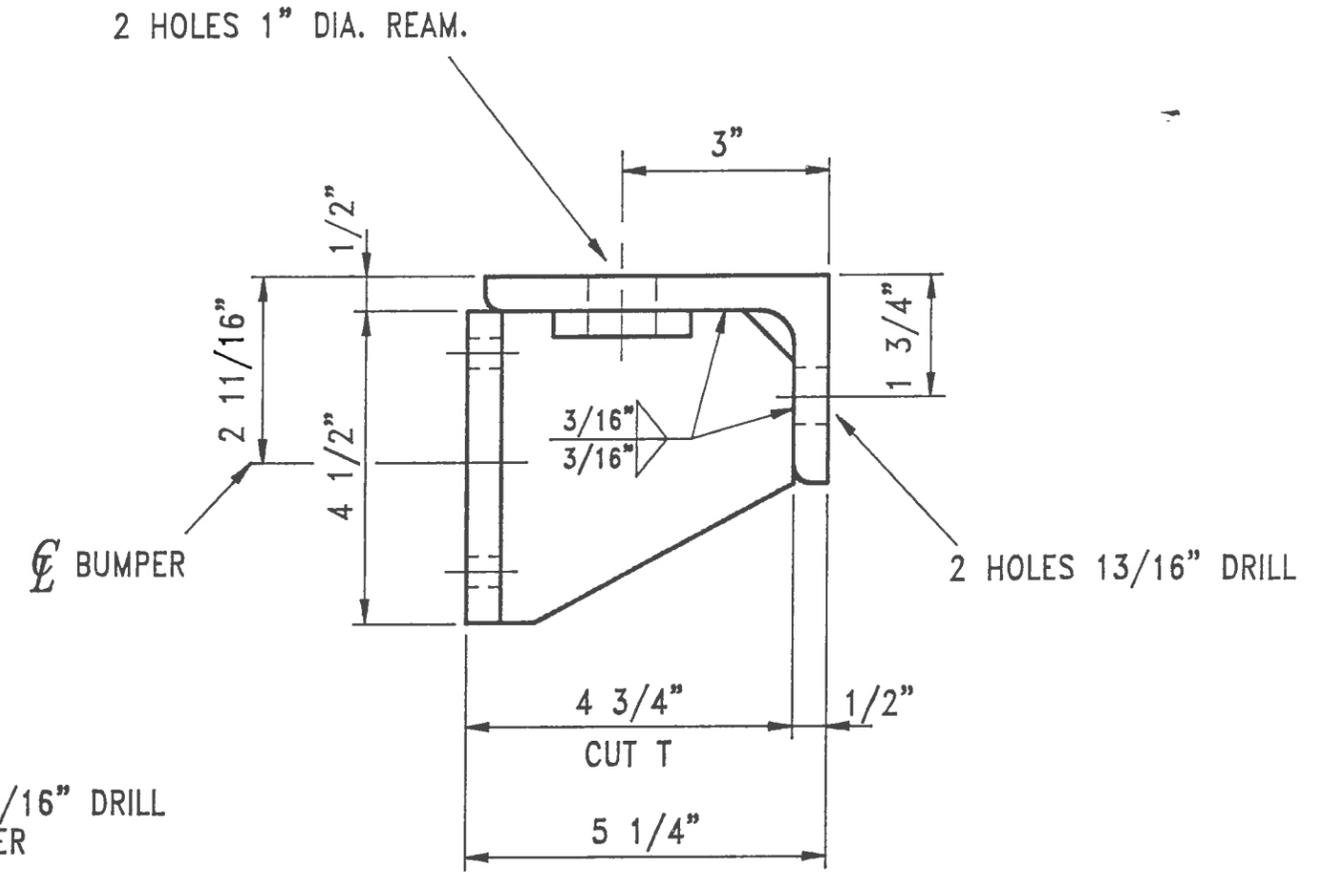
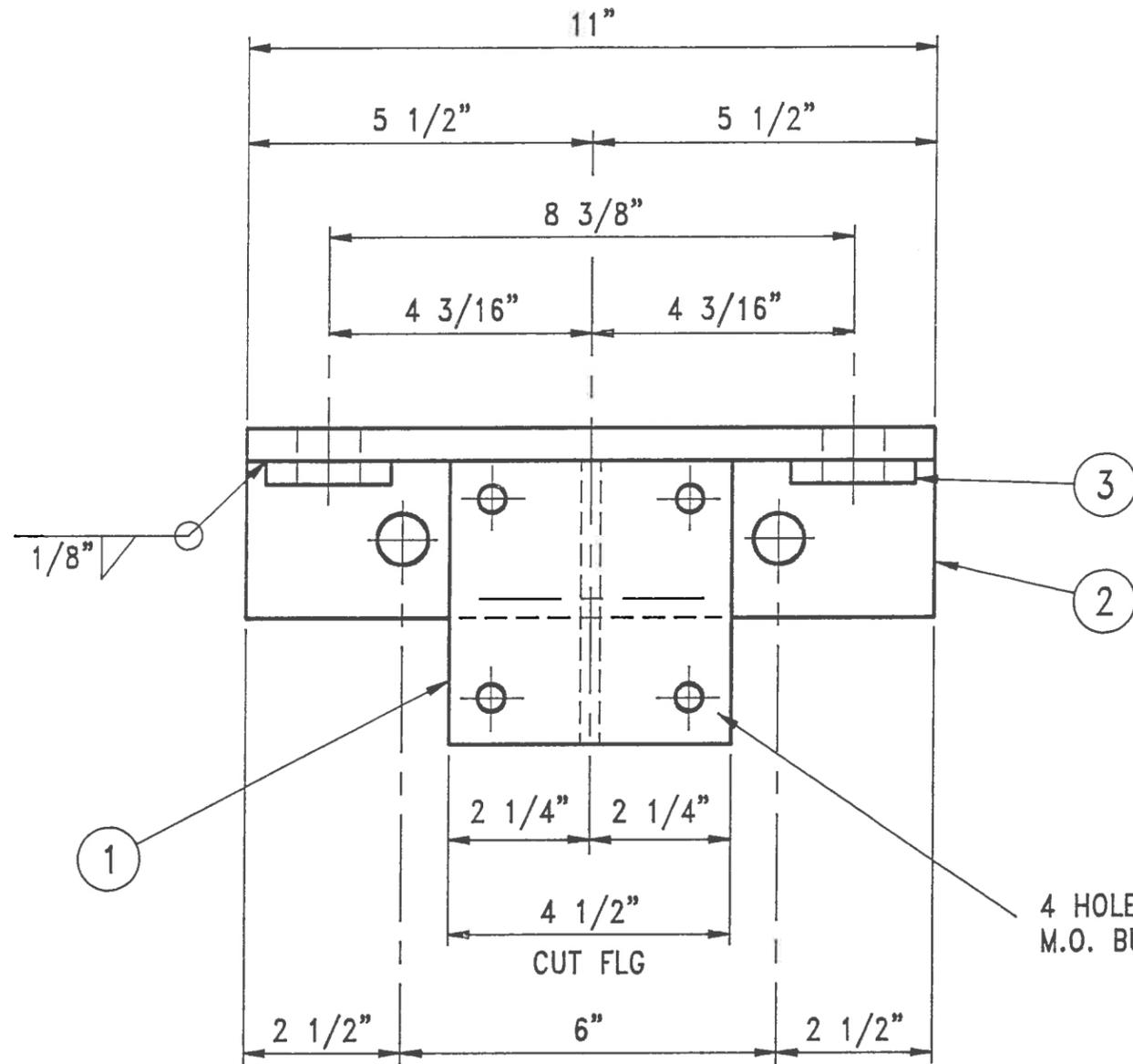
BUMPER PER CMAA-74 REQUIREMENTS

FILED	REV No	ZONE	REVISION DESCRIPTION	REV BY	DATE
	1		BUMPER ADDED. ✓	E.J.	24 AUG 98

DRAWN	E.J.	14 JUL 98	
CHECKED			
SCALE	3" = 1'-0"		
REPLACEMENT FOR			TITLE
REPLACED BY			SIDE ROLLER ASSEMBLY.
DERIVED FROM	SIZE	NUMBER	
	B	BS-98-0533-152	

MATERIAL AND PARTS LIST

SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	WT6 X 17.5 X 4 1/2"	1	A-36	4
2	L 5' X 3' X 1/2' X 11"	1	A-36	12
3	PL 3/8' X 2' DIA.	2	A-36	1



4 HOLES 7/16" DRILL  
M.O. BUMPER

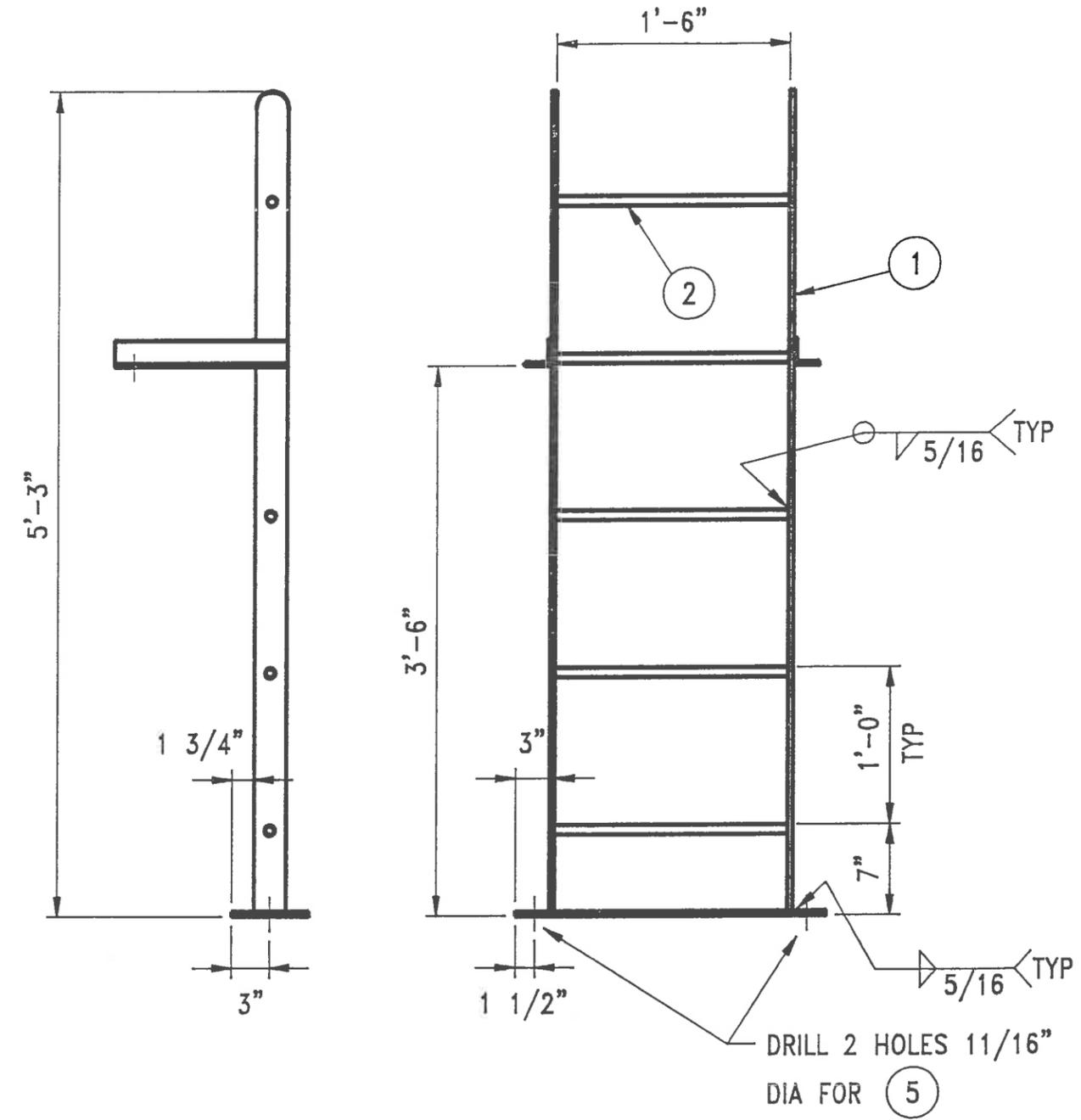
FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.		24 AUG 98
			CHECKED			
			SCALE	3/8" = 1"		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		TITLE SIDE ROLLER SUPPORT.	
			SIZE	NUMBER		
			B	BS-98-0533-152A		



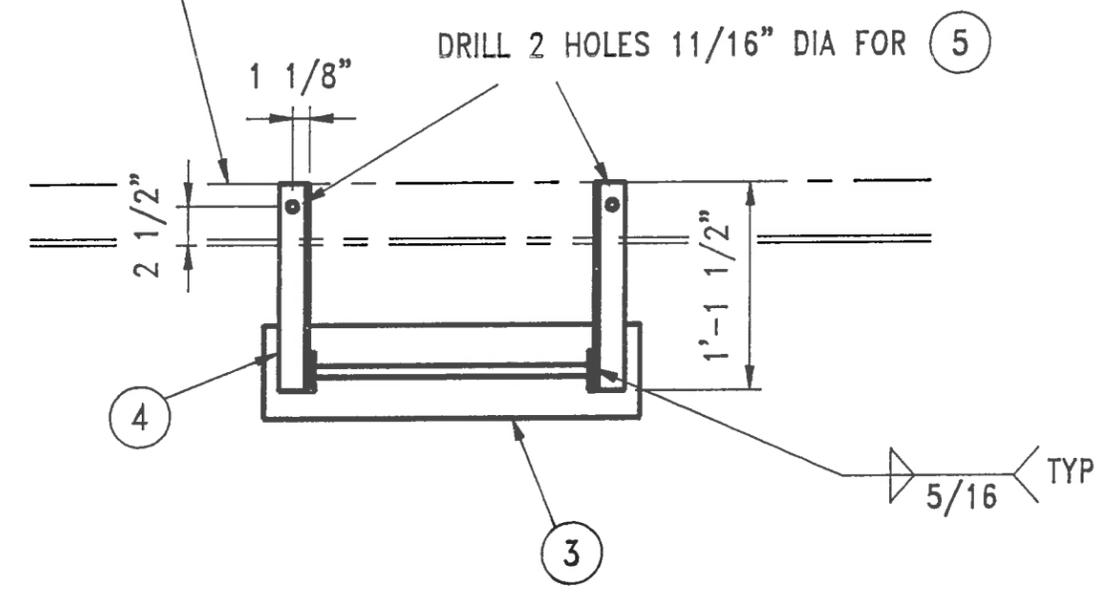
MATERIAL AND PARTS LIST

SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 3/8 X 2 1/2 X 5' - 3"	2	A36	33
2	BAR 3/4" DIA X 1' - 6" LG	5	A36	11
3	PL 3/8 X 6 X 2' - 0"	1	A36	15
4	L 2 X 2 X 1/4 X 1' - 1 1/2"	2	A36	7
5	CAPSCW 5/8 X 1 3/4" LG, LW & FW	4		1

TOTAL WEIGHT: 67



NOTE: M.O. TOP ANGLE FROM DWG DS-98-0533-150



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN P.VLADIANU	JULY 24/98		
			CHECKED			
			SCALE	1" = 1' - 0"	TITLE	
			REPLACEMENT FOR		MAINTENANCE TRAVELLER LADDER DETAIL	
			REPLACED BY		SIZE	NUMBER
			DERIVED FROM		B	BS-98-0533-155

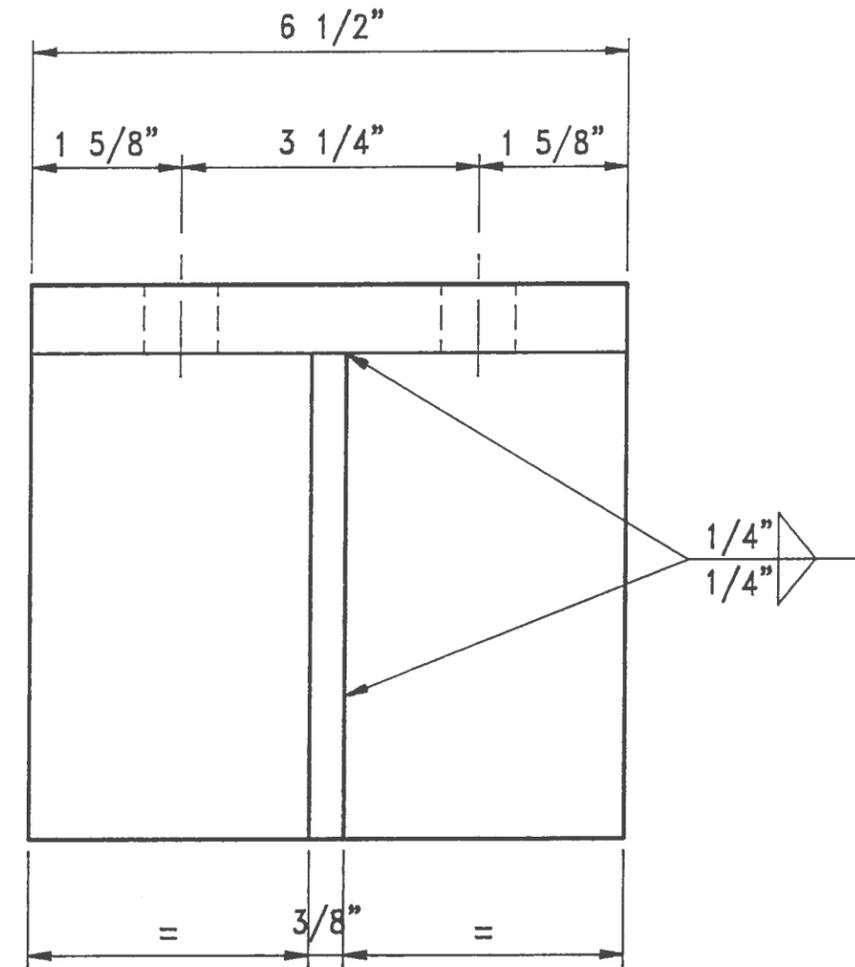
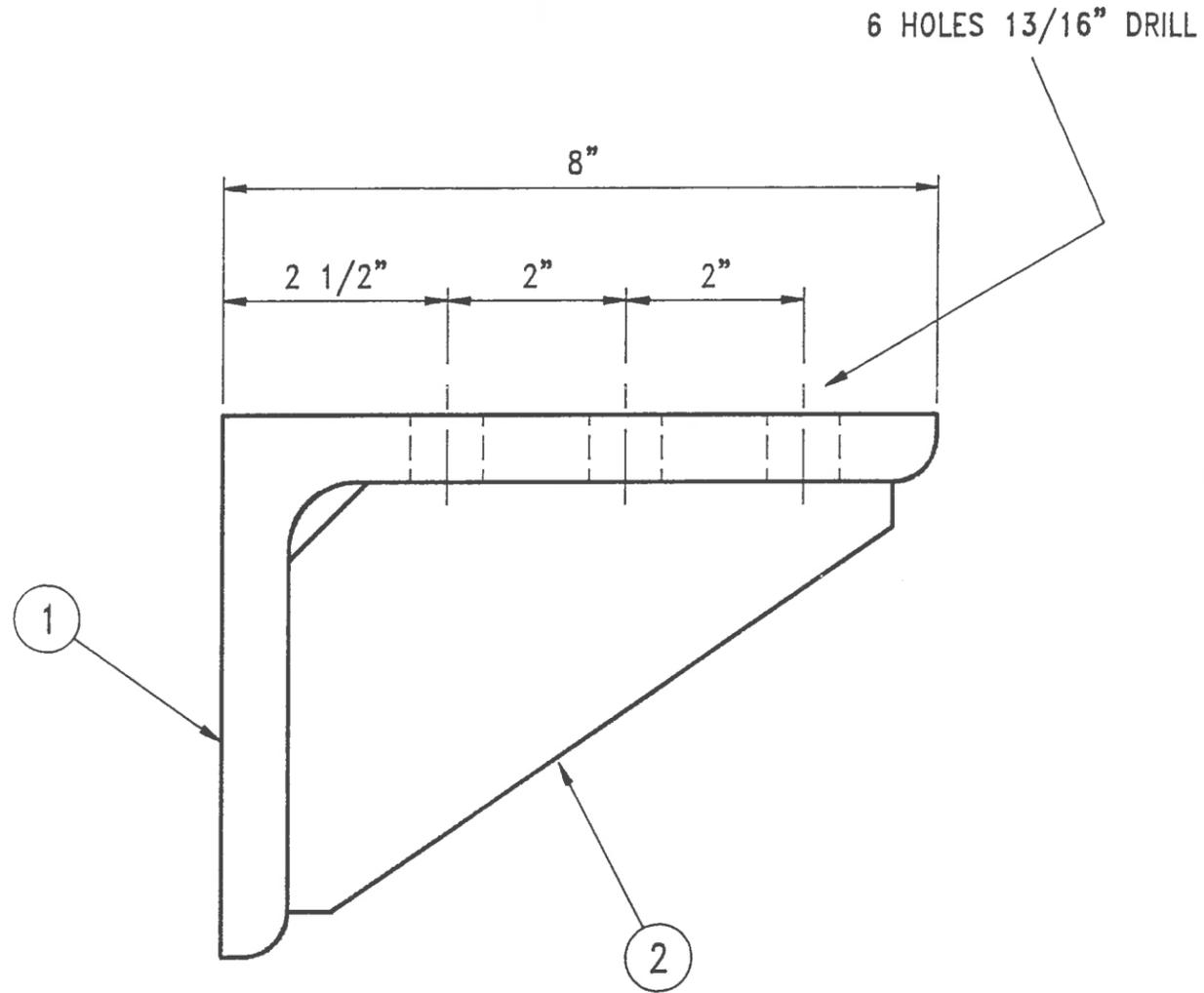


**PROVINCIAL**  
INTERNATIONAL CRANES INC.

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	L 8' X 6' X 3/4" X 6 1/2"	1	A-36	18
2	PL 3/8' X 4 3/4' X 6 3/4"	1	A-36	2

QTY'S LISTED FOR ONE STOP, 4 STOPS REQ'D

20



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J. 24 AUG 98		
			CHECKED			
			SCALE	6" = 1'-0"	TITLE	
			REPLACEMENT FOR		RUNWAY END STOP.	
			REPLACED BY		SIZE	NUMBER
			DERIVED FROM	BUFF & F.ERIE BRIDGE MT3	B	BS-98-0533-161



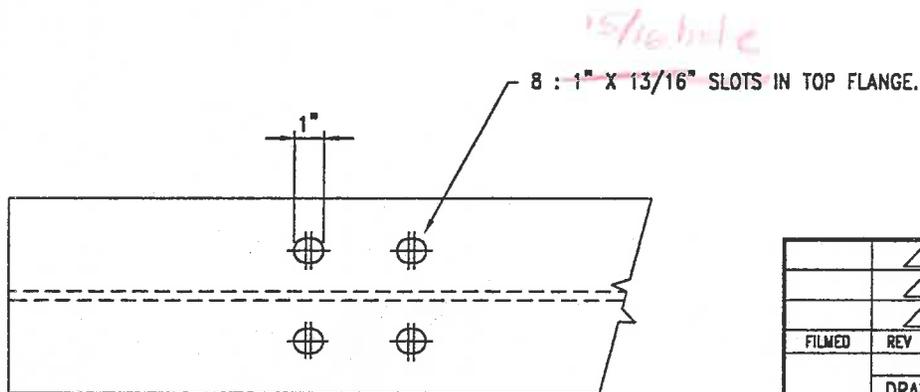
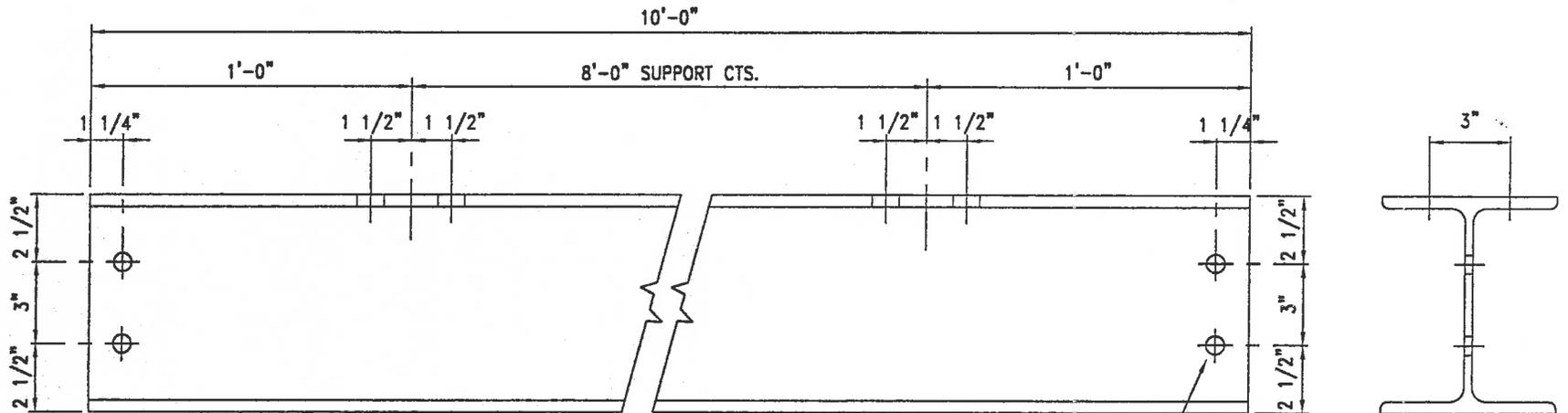
DE LEUW, CATHER & CO. of N.Y., INC.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

FIELD VERIFY ALL SUPPORT LOCATIONS VS. CONFLICTS WITH EXISTING GUSSET PL'S, ETC...

ACTION	DATE
1. APPROVED	6/17/98
<input checked="" type="checkbox"/> 2. APPROVED AS NOTED	BY: WBF
3. DISAPPROVED, RESUBMIT	

MATERIAL AND PARTS LIST			
QTY.	DESCRIPTION	OFF.	DRAWING NO.
			MATERIAL
1	WB X 28 X 10'-0" LG.	1	G40.21-44W 280



2 HOLES EACH END 11/16" DRILL TO SUIT SPLICE PL'S

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN E.J.	5 JUN 98		
			CHECKED			
			SCALE	3" = 1'-0"		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM	BUFF & F.ERIE BRIDGE MT2		
			TITLE			
			RUNWAY (INTERMEDIATE SECTIONS)			
			SIZE	NUMBER		
			B			
						BS-98-0533-180A







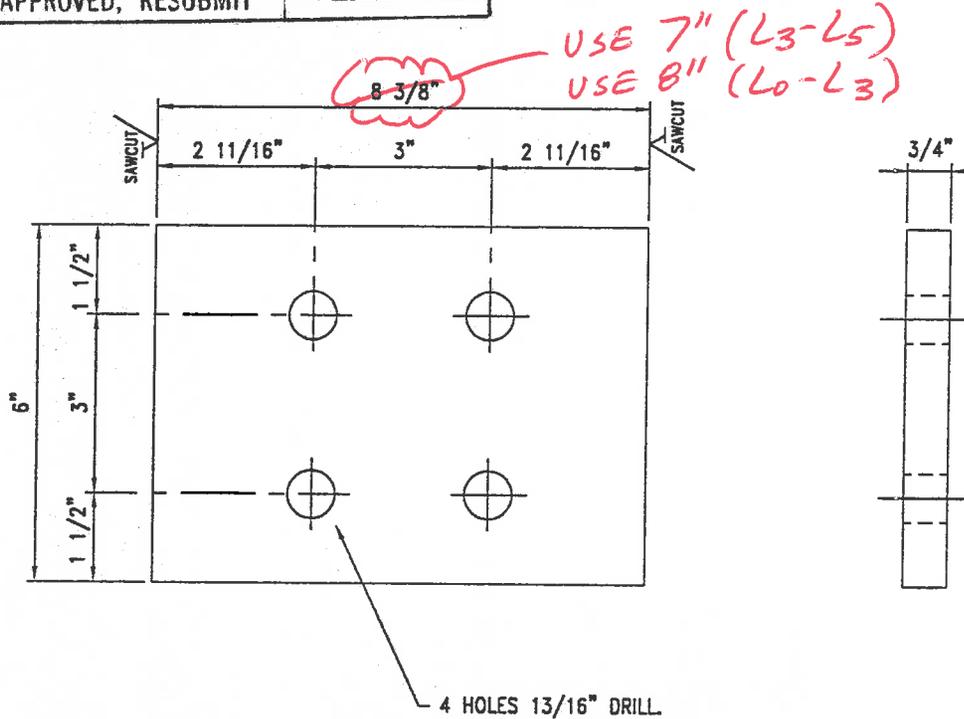
DE LEUW, CATHER & CO. of N.Y., INC.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION	DATE
<del>1. APPROVED</del>	6/17/98
<del>2. APPROVED AS NOTED</del>	
3. DISAPPROVED, RESUBMIT	BY: WBF

MATERIAL AND PARTS LIST				
QTY.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 3/4" X 6" X 8 3/8"	1	A-36	10

WBF  
6/18/98



4 HOLES 13/16" DRILL

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J. 5 JUN 98		
			CHECKED			
			SCALE	6" = 1'-0"		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM	BUFF & F.ERIE BRIDGE MTZ	SIZE B	NUMBER BS-98-0533-180D



**PROVINCIAL**  
INTERNATIONAL CRANES INC.

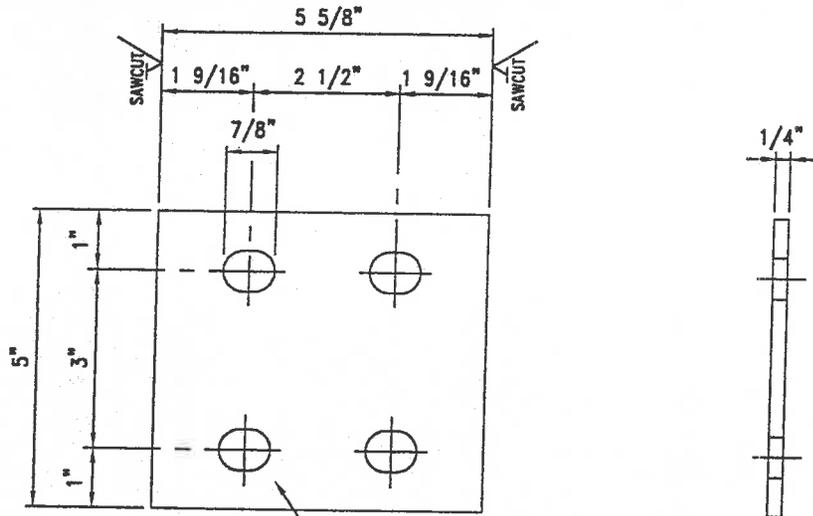
PACKER

DE LEUW, CATHER & CO. of N.Y., INC.

Reviewed only for general conformance with contract drawings and specifications. Contractor to be responsible for all dimensions and for fulfillment of detailed requirements of contract documents.

ACTION	DATE
1. APPROVED	6/17/98 BY: WBF
2. APPROVED AS NOTED	
3. DISAPPROVED, RESUBMIT	

MATERIAL AND PARTS LIST				
SYM.	DESCRIPTION	QTY.	DRAWING NO.	
			MATERIAL	WEIGHT
1	BAR 1/4" X 5" X 5 3/8"	1	A-36	1.5



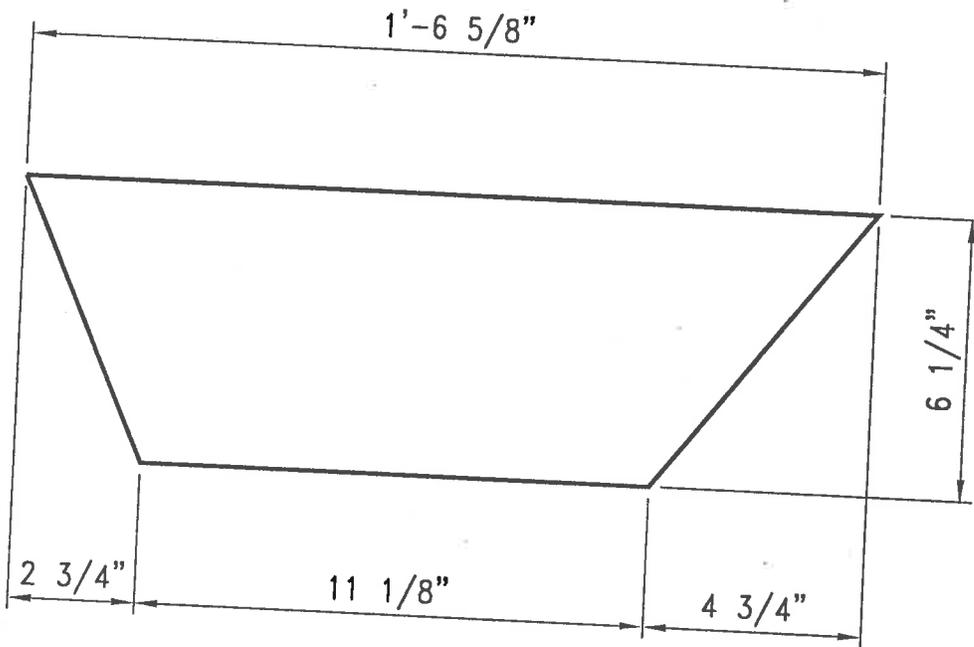
4 SLOTS 7/8" X 11/16".

FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			DRAWN	E.J.	5 JUN 98	
			CHECKED			
			SCALE	6" = 1'-0"		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		TITLE <b>SPLICE PLATE</b>	
			SIZE	NUMBER		
			B			BS-98-0533-180E

MATERIAL: PL 3/8" X 6 1/4" X 1' - 6 5/8"

A-36

Wt: 9

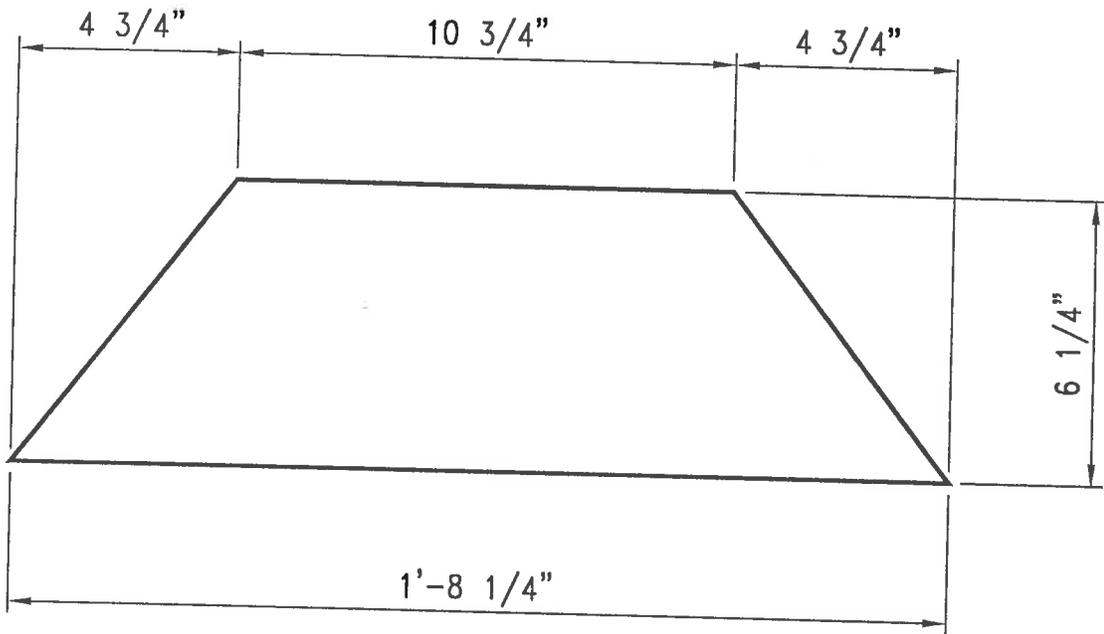


FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			P.VLADIANU	JULY 10/98		
			CHECKED			
			SCALE	$3'' = 1' - 0''$		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		TITLE	
					FILL PLATE BURNING DETAIL	
			SIZE	NUMBER		
			A		AS-98-0533-150E	

MATERIAL: PL 3/8" X 6 1/4" X 1' - 8 1/4"

A-36

Wt: 10



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
	DRAWN	P.VLADIANU	JULY 10/98	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		
	CHECKED			TITLE FILL PLATE BURNING DETAIL		
	SCALE	3" = 1' - 0"		SIZE	NUMBER	
	REPLACEMENT FOR			A	AS-98-0533-150F	
	REPLACED BY					
	DERIVED FROM					

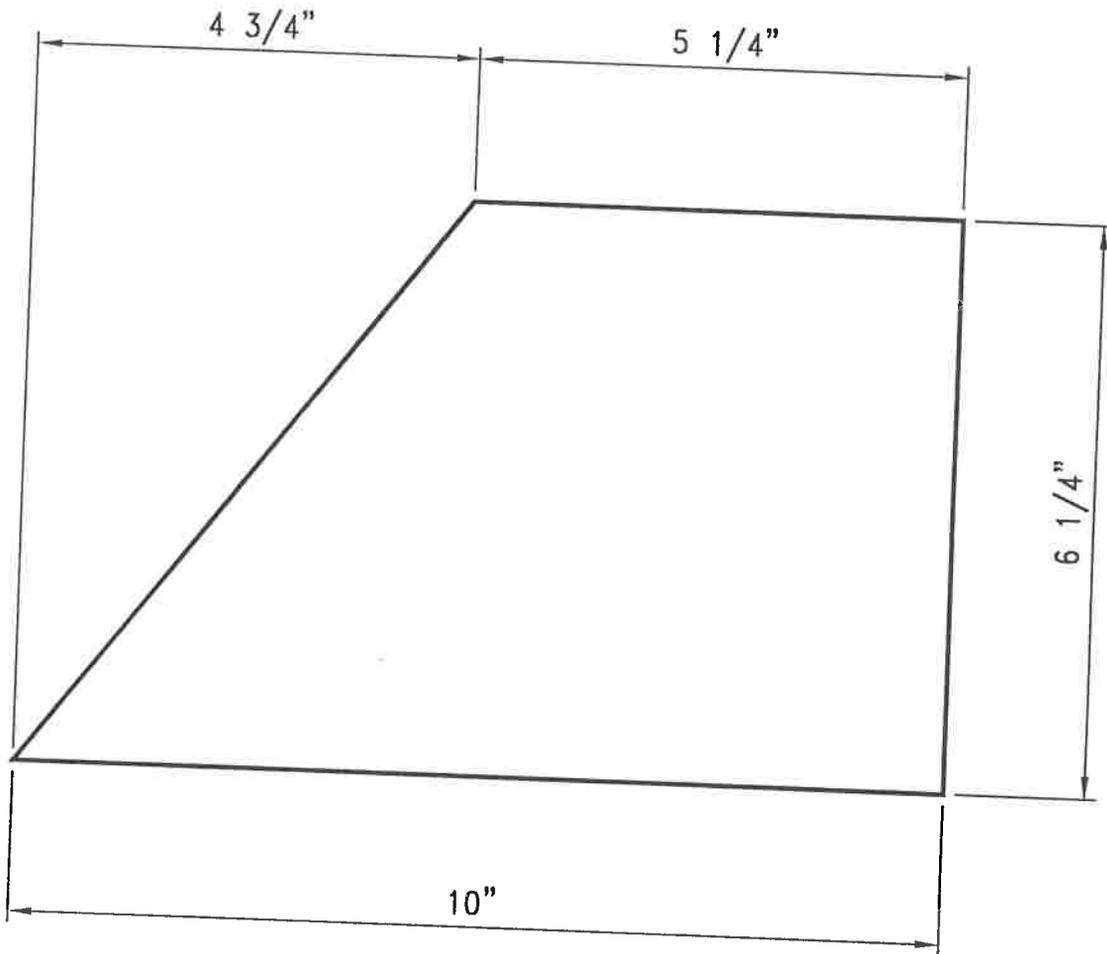
DRAWN BY

FILMED

MATERIAL: PL 3/8" X 6 1/4" X 10"

A-36

Wt: 5

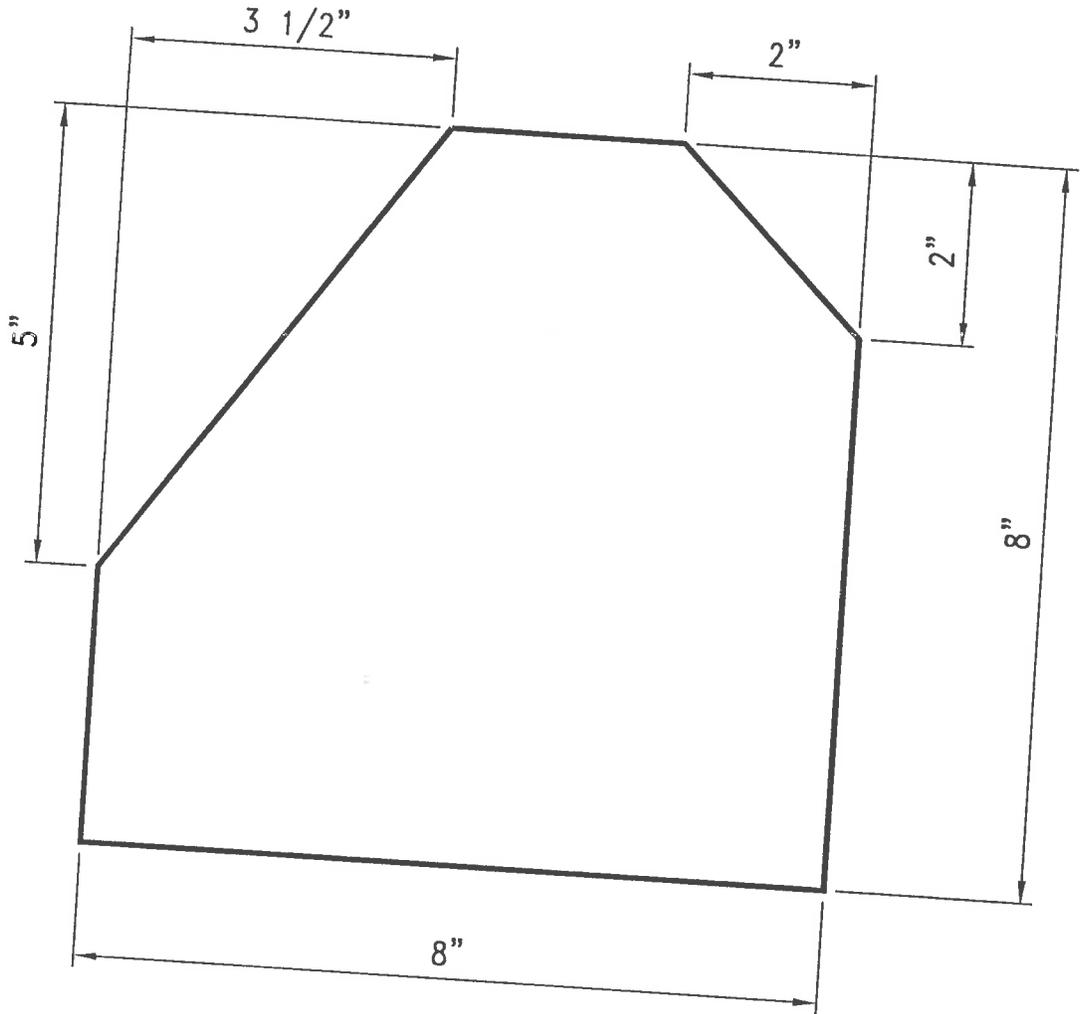


FILMED	<input type="checkbox"/>						
	FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
	DRAWN	P.VLADIANU	JULY 10/98		<b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		
	CHECKED						
	SCALE	HALF		TITLE	FILL PLATE BURNING DETAIL		
REPLACEMENT FOR			SIZE	NUMBER	AS-98-0533-150G		
REPLACED BY			A				
DERIVED FROM							

MATERIAL: PL 3/8" X 8" X 8"

A-36

Wt: 6



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
			P.VLADIANU	JULY 13/98		
			CHECKED			
			SCALE	HALF		
			REPLACEMENT FOR			
			REPLACED BY			
			DERIVED FROM			
			 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		TITLE <b>GUSSET PLATE BURNING DETAIL</b>	
			SIZE	NUMBER		
			A		AS-98-0533-150H	

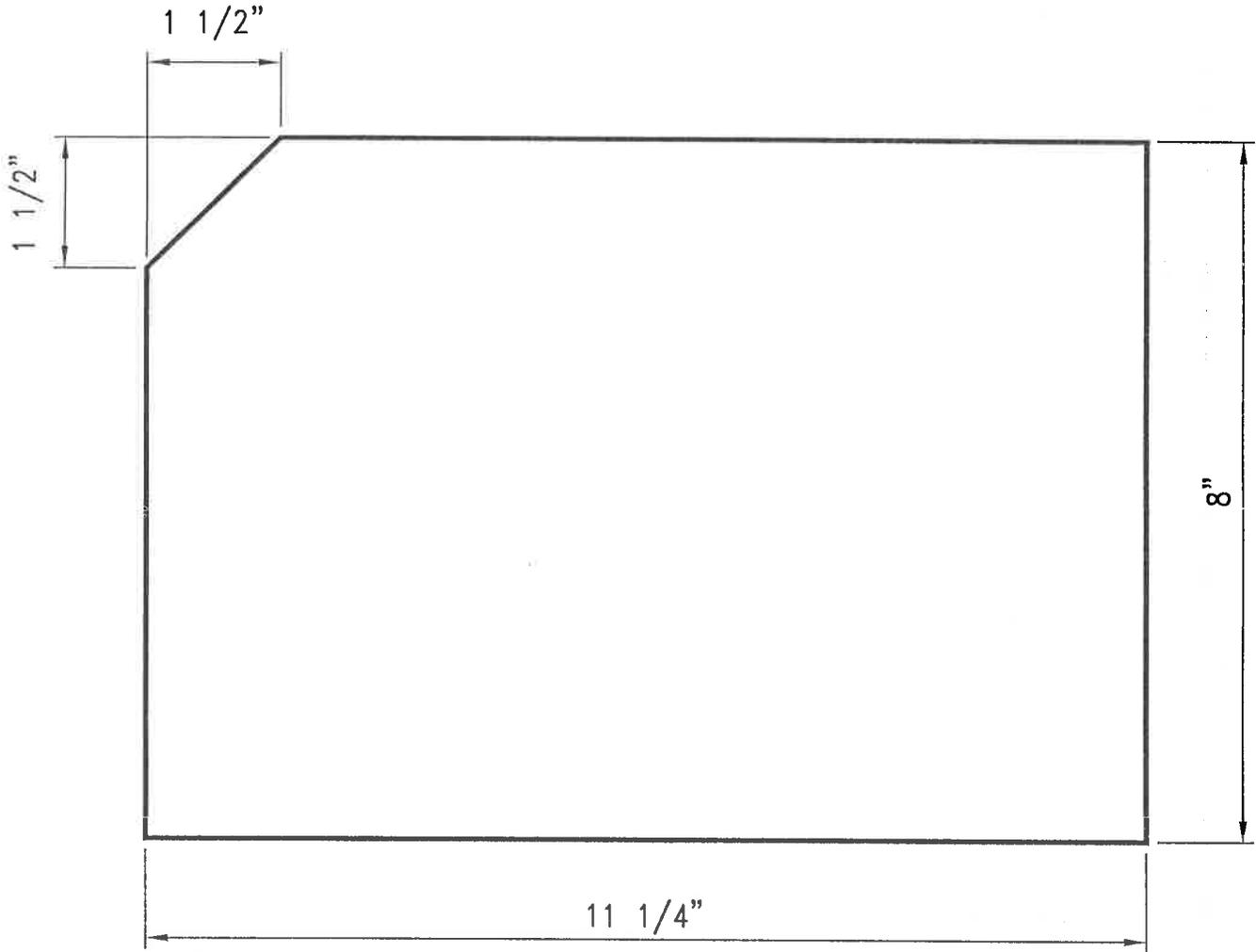
BLANK #

FILMED

MATERIAL: PL 3/8" X 8" X 11 1/4"

A-36

Wt: 10



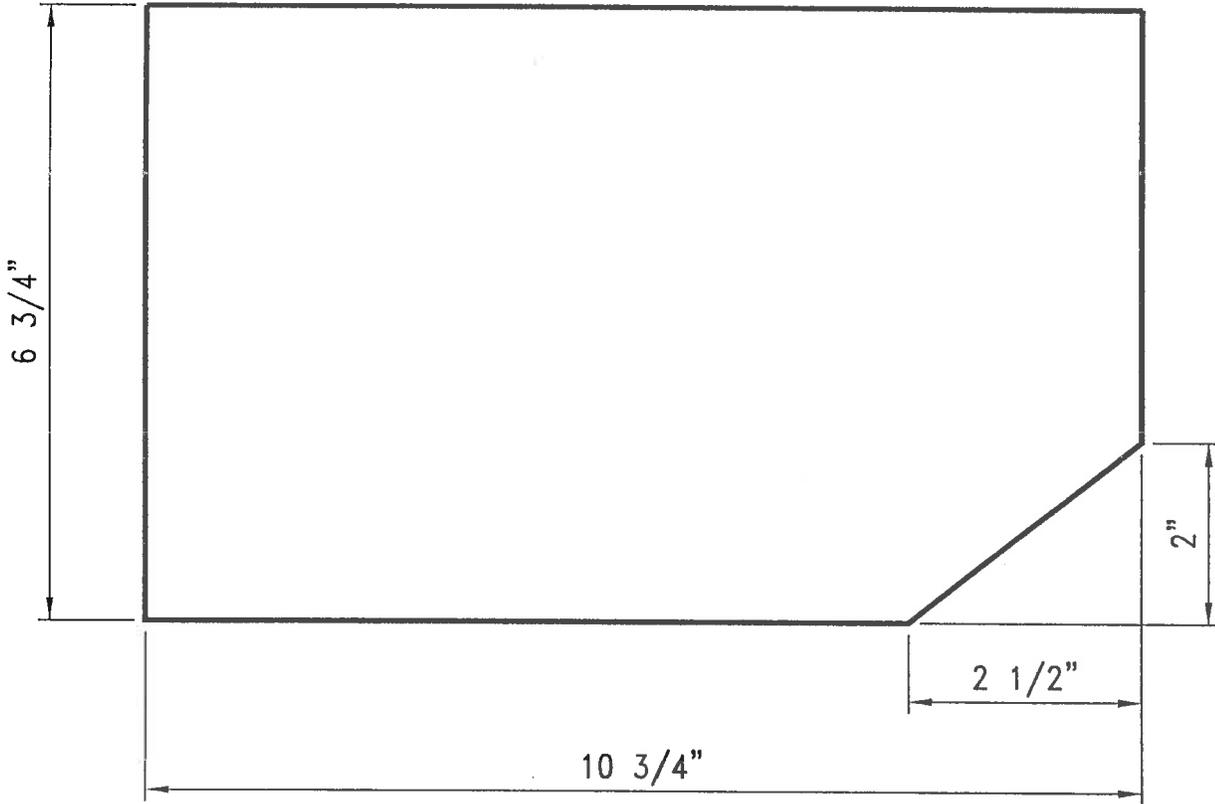
FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
FILMED	DRAWN	NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	TITLE <b>GUSSET PLATE BURNING DETAIL</b>	
	CHECKED	P.VLADIANU	JULY 13/98			
	SCALE	HALF		SIZE	NUMBER	
	REPLACEMENT FOR			A	AS-98-0533-150J	
	REPLACED BY					
DERIVED FROM						

BLANK #

MATERIAL: PL 1/4" X 6 3/4" X 10 3/4"

A-36

Wt: 5



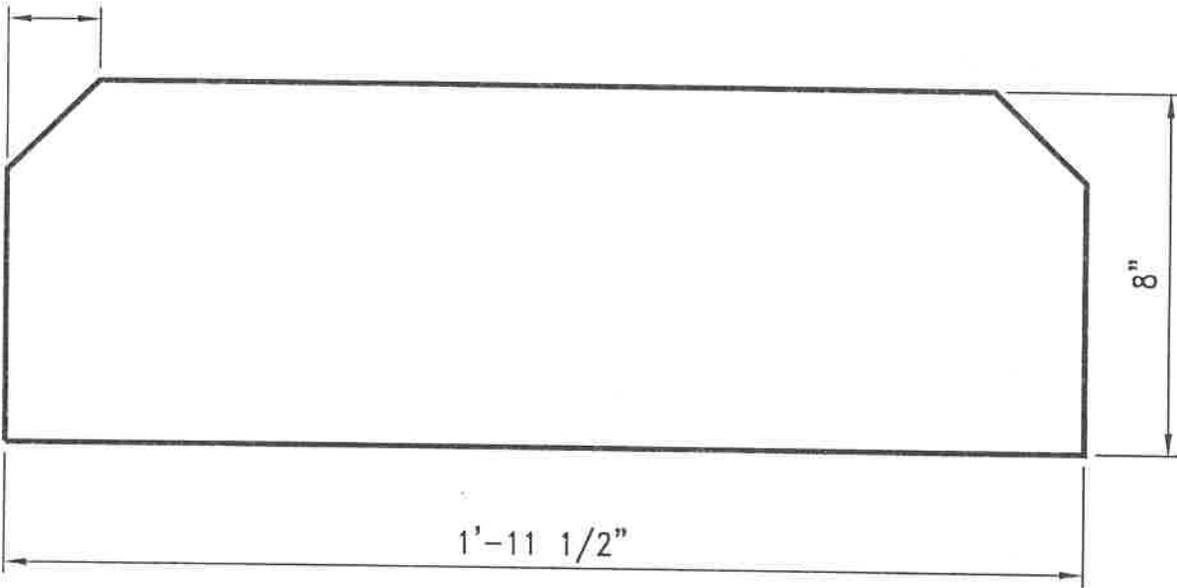
FILMED	△							
	FILMED	REV No	ZONE	REVISION DESCRIPTION			REV BY	DATE
			NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.			
	DRAWN	P.VLADIANU	JULY 13/98					
	CHECKED				TITLE <b>GUSSET PLATE BURNING DETAIL</b>			
	SCALE	HALF						
REPLACEMENT FOR				SIZE	NUMBER	<b>AS-98-0533-150K</b>		
REPLACED BY				A				
DERIVED FROM								

BLANK #

MATERIAL: PL 3/8" X 8" X 1' - 11 1/2"

Wt: 20

2" X 2" TYP



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
		NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	<b>GUSSET PLATE BURNING DETAIL</b>	
		P.VLADIANU	JULY 13/98			
		CHECKED		TITLE		
		SCALE	QUARTER	SIZE	NUMBER	
		REPLACEMENT FOR		A		AS-98-0533-150L
		REPLACED BY				
		DERIVED FROM				

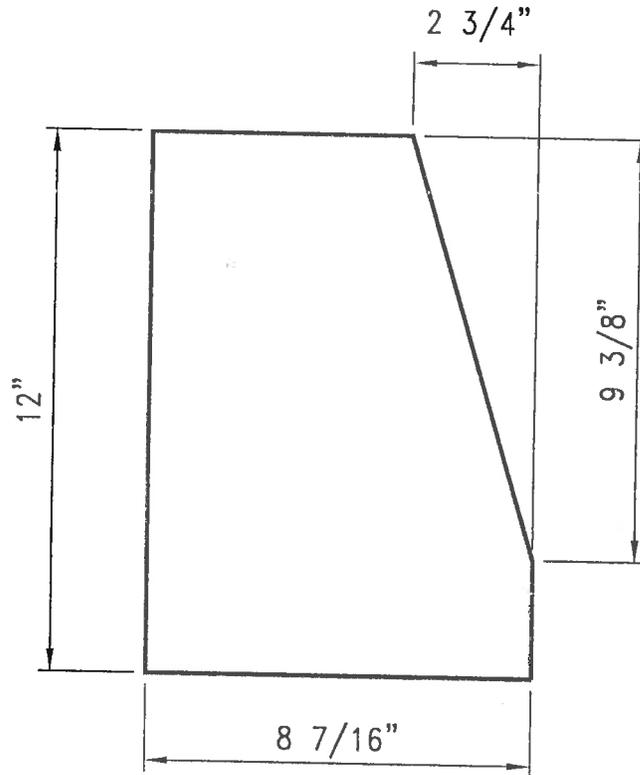
BLANK #

FILMED

MATERIAL: PL 3/8" X 8 7/16" X 12"

A-36

Wt: 9



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
			NAME	DATE		
	DRAWN	P.VLADIANU	JULY 20/98	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		
	CHECKED			TITLE <b>BENT PLATE BURNING DETAIL</b>		
	SCALE	QUARTER		SIZE	NUMBER	
	REPLACEMENT FOR			A	AS-98-0533-150M	
	REPLACED BY					
	DERIVED FROM					

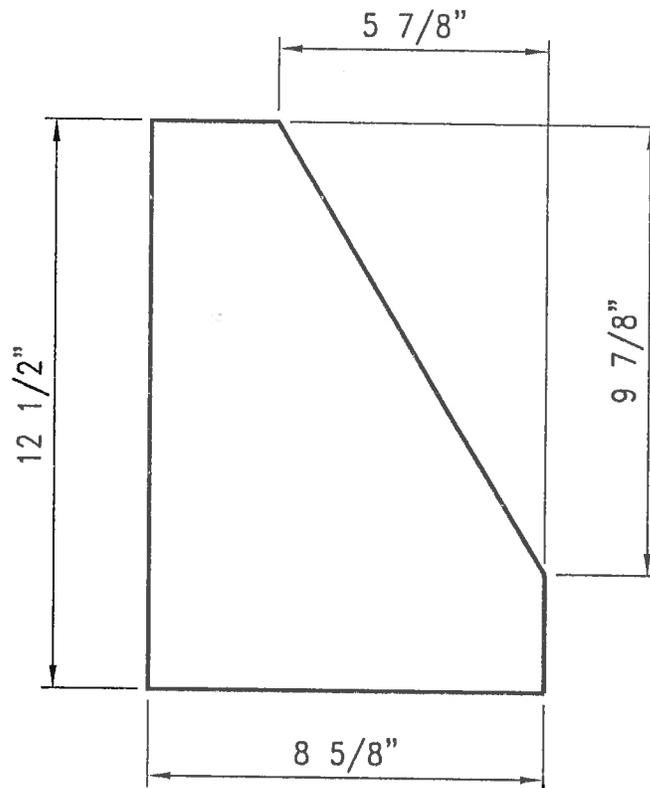
DRAWING #

FILMED

MATERIAL: PL 3/8" X 8 5/8" X 12 1/2"

A-36

Wt: 8



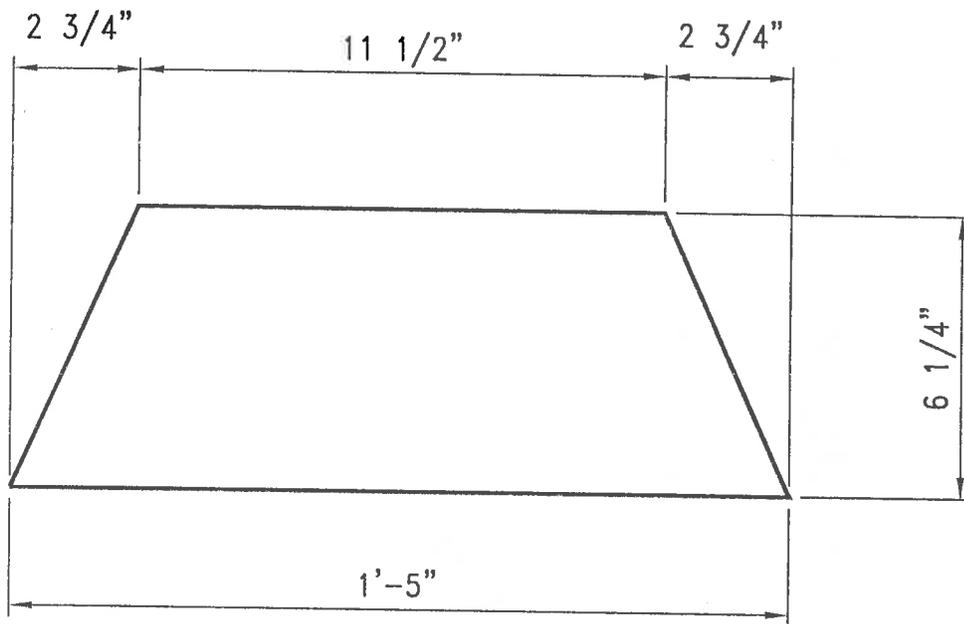
FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE	
FILMED		NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	TITLE <b>BENT PLATE BURNING DETAIL</b>		
	DRAWN	P.VLADIANU	JULY 20/98				
	CHECKED			SIZE <b>A</b>		NUMBER <b>AS-98-0533-150N</b>	
	SCALE		QUARTER				
	REPLACEMENT FOR						
REPLACED BY							
DERIVED FROM							

BLANK #

MATERIAL: PL 3/8" X 6 1/4" X 1'-5"

A-36

Wt: 9



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
		NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.		
	DRAWN	P.VLADIANU	JULY 10/98			
	CHECKED			TITLE		
	SCALE	3" = 1' - 0"		FILL PLATE BURNING DETAIL		
	REPLACEMENT FOR			SIZE	NUMBER	
	REPLACED BY			A		AS-98-0533-150P
	DERIVED FROM					

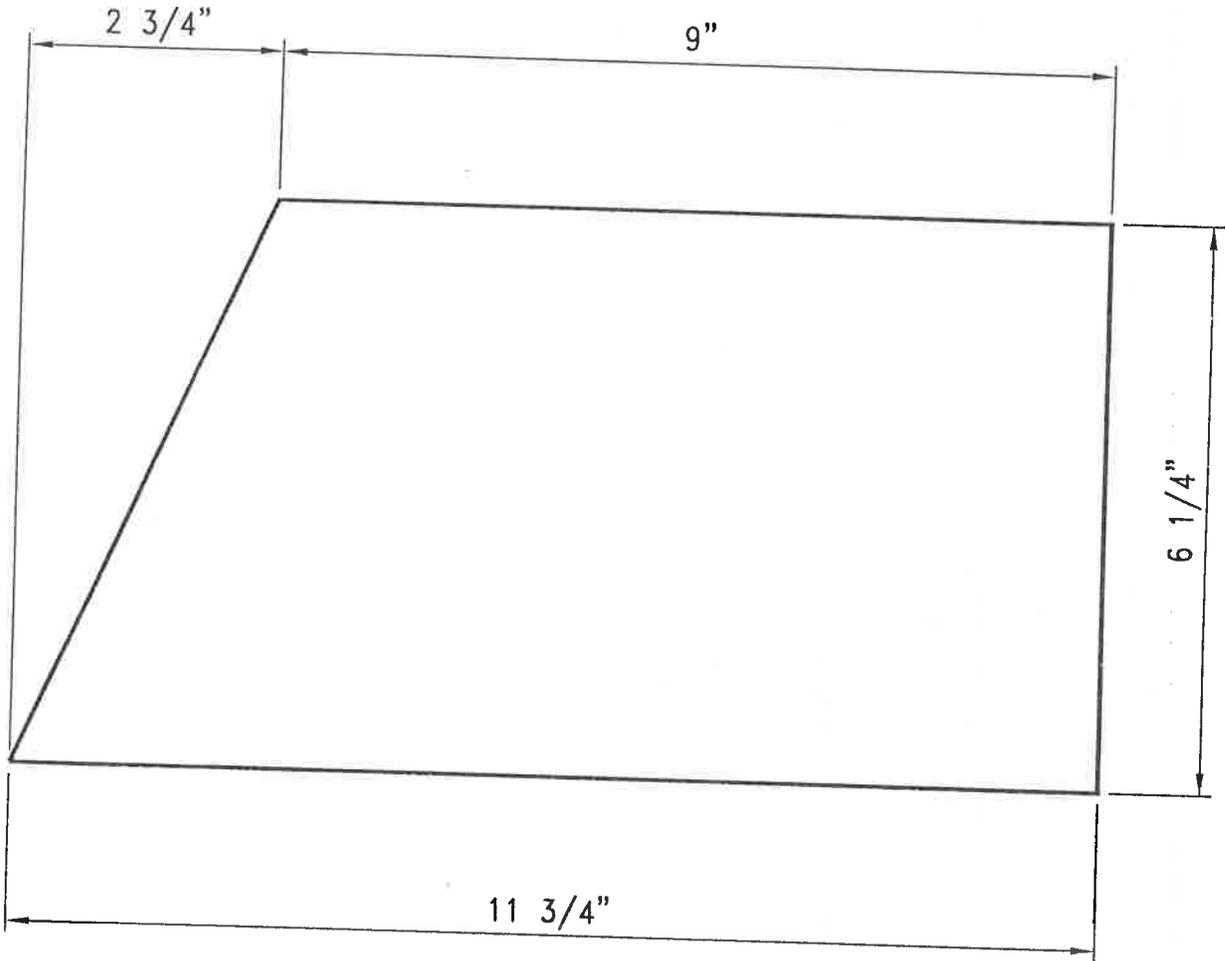
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FILMED

MATERIAL: PL 3/8" X 6 1/4" X 11 3/4"

A-36

Wt: 6



FILMED	REV No	ZONE	REVISION DESCRIPTION		REV BY	DATE
	DRAWN	NAME	DATE	 <b>PROVINCIAL</b> INTERNATIONAL CRANES INC.	<b>FILL PLATE BURNING DETAIL</b>	
	CHECKED	P.VLADIANU	JULY 10/98			
	SCALE	HALF		SIZE	NUMBER	
	REPLACEMENT FOR			A	AS-98-0533-150Q	
	REPLACED BY					
	DERIVED FROM					

BLANK #

## **EXHIBIT A**

*[See Authority/Consultant Form of Agreement attached herein]*

# AUTHORITY / CONSULTANT AGREEMENT

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 20\_\_ 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 CONSULTANT.

WHEREAS the AUTHORITY desires the CONSULTANT to perform \_\_\_\_\_ services in connection with the \_\_\_\_\_ project 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 CONSULTANT and the AUTHORITY agree as follows:

## **SECTION I: CONTRACTING SERVICES**

The CONSULTANT 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 CONSULTANT in progressing in an orderly manner the work set forth herein, as follows:

1. Cooperation in providing access and time periods to enable technical personnel to conduct field investigations in connection with contract implementation.
2. Traffic protection while working on AUTHORITY property.

## **SECTION III: TIME OF COMPLETION**

Upon receipt of an executed contract from the AUTHORITY, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT will be paid within thirty (30) calendar days. In the event an invoice is disputed, the CONSULTANT 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 CONSULTANT shall have no claim for interest on any disputed amounts that require more than thirty (30) days to resolve. The CONSULTANT agrees to pay all sub-consultants within thirty (30) days of receipt of payment by AUTHORITY.

The CONSULTANT 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 CONSULTANT to perform duties specified herein or to comply with the terms hereof or upon abandonment or postponement of the project.

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

**SECTION VI: SUBCONTRACT**

It is further agreed that the CONSULTANT shall not assign this Agreement or any part thereof, nor any right to any monies to be paid the CONSULTANT 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 CONSULTANT agrees to comply with all Federal, State, 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 CONSULTANT. The CONSULTANT shall secure Workmen's Compensation for his employees as required by law.

The CONSULTANT warrants that it and all sub-consultants are licensed to practice their respective professional disciplines in the State of New York.

**SECTION VIII: INDEPENDENT CONTRACTOR**

The CONSULTANT 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: ADDITIONAL ASSIGNMENTS**

In addition to the scope defined in this Agreement it is the AUTHORITY's intent to utilize the CONSULTANT for additional assignments to be determined by the AUTHORITY throughout the term of this Agreement.

The AUTHORITY and CONSULTANT will negotiate compensation for each additional assignment. Once agreed upon the AUTHORITY and the CONSULTANT shall execute a Supplemental Agreement describing the additional work and providing for the compensation to be paid therefore.

**SECTION XI: EXTRA WORK**

No extra work beyond the scope of this Agreement shall be performed by the CONSULTANT unless the AUTHORITY, IN WRITING, specifically directs such work to be performed. In the event such extra work is authorized, the AUTHORITY and the CONSULTANT 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 CONSULTANT will continue working during negotiations for said Supplemental Agreement.

**SECTION XII: 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 decided 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 \$75,000 or more, the venue for such dispute shall be the United States District Court for the Western District of New York.

(b) If the dispute or matter concerns an amount in controversy (or an alleged amount in controversy) whose value, in the aggregate, is less than \$75,000, the exclusive remedy of the parties shall be to submit the matter to binding arbitration in Buffalo, New York in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Notice of a demand for arbitration hereunder by any party hereto shall be given in writing to all other parties hereto which or who shall be involved in any such controversy, claim or cause of action and to the American Arbitration Association. Within five (5) days after any such demand for arbitration shall have been given by any party hereto, the AUTHORITY shall select one arbitrator, and CONSULTANT shall select one arbitrator. The two arbitrators so selected shall select a third arbitrator within fifteen (15) days after their selection and such third arbitrator shall have not less than ten (10) years' experience in the practice of commercial/business law. The forgoing three arbitrators shall constitute the panel of arbitrators that shall hear and decide the matter (the "Panel"). The Panel shall be authorized to compel discovery prior to any arbitration proceeding. The parties agree that the power of the Panel to compel discovery and award damages shall be the same as the power of a judge in a civil proceeding in New York Supreme Court. The decision of the Panel shall be final and binding on the issue or issues submitted to arbitration. The award rendered by the arbitrators shall be final and binding and judgment may be entered thereon in accordance with applicable law in any State court sitting in New York. The parties agree that the Panel may order injunctive relief and specific performance and that such orders of the Panel shall be binding upon the parties.

To the extent not prohibited by applicable law which cannot be waived, each of the parties hereto hereby waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action, or cause of action arising out of or based upon this Agreement or the subject matter hereof whether now existing or hereafter arising and whether in contract or tort or otherwise. Either party may file an original counterpart or a copy of this section with any court as written evidence of the consent of both parties hereto to the waiver of its rights to trial by jury.

### **SECTION XIII: INSURANCE**

The CONSULTANT shall provide the following coverages and limits:

1. The CONSULTANT 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 State of New York covering all operations under the Contract, whether performed by him or by a Sub-consultant.
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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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. Professional Liability: The CONSULTANT and any sub-consultants shall maintain professional liability insurance (also known as Errors and Omissions Insurance) in the amount of \$2,000,000 minimum.
5. Comprehensive General Liability: The CONSULTANT 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 CONSULTANT 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

State of New York 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 CONSULTANT shall procure and maintain, until final acceptance and at its own expense, Workers Compensation and Employers Liability Insurance, covering the obligations of the CONSULTANT 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 CONSULTANT 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 CONSULTANT will be required to maintain all coverages throughout the schedule of the Project. The cost of all insurances is the responsibility of the CONSULTANT.

**SECTION XIV: APPLICABLE LAW**

This contract, shall be governed by the law of the United States of America, as applicable to an international compact entity.

**SECTION XV: MISCELLANEOUS**

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

**SECTION XVI: 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 | Equal Employment Opportunity Program |
| No. 5 | 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)

**CONSULTANT**

BY: \_\_\_\_\_

In Presence of:

BY: \_\_\_\_\_

# **No. 1 GENERAL SCOPE OF SERVICES**

## **No. 2 RATES FOR PROFESSIONAL SERVICES**

### **No. 3      CONFLICT OF INTEREST FORM**

CONSULTANT represents and warrants to the AUTHORITY that neither the CONSULTANT 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 CONSULTANT, nor is the CONSULTANT or any of the CONSULTANT's shareholders, directors or employees related to, affiliated with or interested in, any director or employee of the AUTHORITY. CONSULTANT 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 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The Authority's enabling legislation, in Chapter 149, § 9-a and -b of Unconsolidated Laws of the State of New York, includes certain requirements for all contracts for design, construction, services and materials, of whatever nature. These requirements do not apply to contracts to be performed outside the State of New York. These requirements include the following provisions.

1. The Equal Employment Opportunity and Affirmative Action Clause, as set forth by the Department of Labor, 41 C.F.R. Section 60-1.4(a) is hereby incorporated by reference herein insofar as it is required by such regulations and unless exempted by applicable statutes, rules, regulations or orders. The contractor and subcontractor also agree, unless exempted, to incorporate by reference and abide by Executive Order 11246.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

### **NATIONAL LABOR RELATIONS ACT NOTICE**

Executive Order 13496 requires that non-exempt Federal contractors provide notice to their employees of their rights under the National Labor Relations Act and post a notice prescribed by the Secretary of Labor.

[https://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster2page\\_Final.pdf](https://www.dol.gov/olms/regs/compliance/EmployeeRightsPoster2page_Final.pdf)

**NLRA notice is also required to be included in all non-exempt contracts, subcontracts and purchase orders which can be done by citing to 29 C.F.R. Part 471, Appendix A to Subpart A.**

2. At the request of the Authority, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Authority to furnish a written statement that such employment agency, labor union or representative **shall abide by the requirements of 41 CFR 60-14.(a), 60-300.5(a) and 60-741.5(a)**, Executive Order 11246, and Executive Order 13496.
3. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor in the performance of the contract with the Authority, that all qualified applicants will be afforded **equal employment** opportunity in compliance with **the requirements of 41 CFR 60-14.(a), 60-300.5(a) and 60-741.5(a) and will include all required language as prescribed by the statute.**
4. The Contractor will include the above provisions in section 1 of this section in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract with the Authority.

5. The Authority may establish procedures and guidelines to ensure that contractors and subcontractors undertake programs of affirmative action and **equal employment** opportunity as required by this section. Such procedures may require after notice in a bid solicitation, the submission of an affirmative action program prior to the award of any contract, or at any time thereafter, and may require the submission of compliance reports relating to the operation and implementation of any affirmative action program adopted hereunder. The Authority may take appropriate action including contractual sanctions for non-compliance to effectuate the provisions of this section and shall be responsible for monitoring compliance with this section.

### **Minority and Women-Owned Business Enterprise Program**

- A. Minority and women-owned business enterprises shall be given the opportunity for meaningful participation. The Authority requires that the Contractor establish measures and procedures to secure meaningful participation and identify those contracts and items of work for which minority and women-owned business enterprises may best bid to actively and affirmatively promote and assist their participation in the projects, so as to facilitate the award of a fair share of contracts to such enterprises. For purposes hereof, minority business enterprise shall mean any business enterprise which is at least fifty-one per centum owned by, or in the case of a publicly owned business, at least fifty-one per centum of the stock of which is owned by citizens or permanent resident aliens who are Black, Hispanic, Asian or American Indian, Pacific Islander or Alaskan natives and such ownership interest is real, substantial and continuing and have the authority to independently control the day-to-day business decisions of the entity; and women-owned business enterprise shall mean any business enterprise which is at least fifty-one per centum owned by, or in the case of a publicly owned business, at least fifty-one per centum of the stock of which is owned by citizens or permanent resident aliens who are women, and such ownership interest is real, substantial and continuing and have the authority to independently control the day-to-day business decisions of the entity. The provisions of this paragraph shall not be construed to limit the ability of any minority or women-owned business enterprise to bid on any contract.
- B. In the implementation of this section, the Authority shall consider compliance by any contractor with the requirements of any federal, state, or local law concerning minority and women-owned business enterprises, which may effectuate the requirements of this section. If the Authority determines that by virtue of the imposition of the requirements of any such law, in respect to project contracts, the provisions thereof duplicate or conflict with this section, the Authority may waive the applicability of this section to the extent of such duplication or conflict.
- C. Nothing in this section shall be deemed to require that overall state and federal requirements for participation of minority and women-owned business enterprises in the project be applied without regard to local circumstances to all projects or in all communities or any contract to be performed in Canada.
- D. In order to implement the requirements and objectives of this section, the Authority shall establish procedures to monitor the contractors' compliance with provisions hereof, provide assistance in obtaining minority and women-owned business enterprises to perform contracts proposed to be awarded, and take other appropriate measures to improve the access of minority and women-owned business enterprises to these contracts.

**No. 5      CERTIFICATES OF INSURANCE**