

Buffalo & Fort Erie Public Bridge Authority

Request for Proposals for

GENERAL ENGINEERING CONSULTANT

1 Peace Bridge Plaza
Buffalo, NY 14213

100 Queen Street
Fort Erie, Ontario L2A 3S6

Date Issued: ***January 17, 2025***

Submission Deadline: ***March 4, 2025 at 1:00 PM***

BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY

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I. INTRODUCTION

A. General Information

The Buffalo and Fort Erie Public Bridge Authority ("the Authority") is seeking to hire a licensed professional engineering firm with large bridge experience, to serve as the Authority's General Engineering Consultant at the Peace Bridge in Buffalo, NY and Fort Erie, ON ("the Consultant"). Strong preference will be given to firms that have an office located in the Western New York/Southern Ontario region and a designated project manager located in that office.

B. Restrictions on Communications

From the date this Request for Proposals (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 this section. This 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. Inquires

There will be an opportunity available for submission of written questions. All questions or requests for clarification regarding this RFP must be submitted via email and must come from one point of contact per Respondent to Danielle McCaffery at dem@peacebridge.com, no later than the date and time noted in **Part IV – Time Requirements**. Questions or requests for clarification received after such time and date will not receive a response from the Authority. All questions and requests for clarification will be answered via email no later than the date and time noted in **Part IV – Time Requirements**.

*All firms considering to respond to this RFP **MUST** contact the Authority at the email above during the proposal period in order to receive updates on the Project or Responses to Inquiries. Failure of any firm to do so is the sole responsibility of the firm and **DOES NOT** obligate or form liability to the Authority in any way.*

D. Responses to Requests for Proposal

Respondents must submit their Responses to this RFP to the Authority no later than the date and time specified in **Part IV – Time Requirements** – in the manner, and with the documents and information, specified in **Part V – Proposal Requirements –** of this RFP.

Respondents are responsible for all postage or courier costs, including cross-border costs, and ensuring its respective Response is received by the Authority by the time required. There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

E. Site Meeting

There will be a mandatory site meeting for all potential Respondents at the date and time detailed in **Part IV – Time Requirements** of this RFP. Proposals will not be accepted from any firm not attending the site meeting. The meeting will commence at Authority administrative offices at 100 Queen Street, Fort Erie, Ontario.

F. 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 to all firms that provided contact information as requested.

G. Evaluation

Responses will be evaluated in the manner described in **Part VI – Evaluation Procedures** – of this RFP.

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 Respondents or to allow corrections of errors or omissions. Firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Authority reserves the right to reject any or all proposals submitted.

All qualified applicants 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 proposals.

II. DESCRIPTION OF THE AUTHORITY

A. Name of Contact Person

The principal contact with the Buffalo & Fort Erie Public Bridge Authority for the execution of the contracted works will be Thomas A. Boyle P.E., Chief Operating Officer, who will coordinate the assistance to be provided by the Authority.

B. General Information

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, an effective steward for trade and tourism excellence in customer service..

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

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

C. 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, and most recently (2020) a thorough 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 B for plan and elevation drawings of the Peace Bridge.

III. SCOPE OF SERVICES

A. General Engineering Services Required

The Authority requires a licensed professional engineer to serve as the Authority's General Engineering Consultant for a term of five (5) years, providing engineering services as required.

The successful firm shall perform professional engineering services generally as follows:

- Assess Authority objectives from multiple perspectives including minimizing operational impacts, optimizing financial investment and achieving maximum improvements;
- Review of available reports, inspections and studies related to the work and provide gap analyses;
- Conduct further engineering and cost benefit analyses as required;
- Recommend design solutions that optimize the best solution to meet Authority objective;
- Prepare detailed design drawings for construction bidding;
- Provide construction support services in support of potential Resident Engineers through project completion; and,
- Conduct routine bridge inspections and report findings.

The successful firm shall also have demonstrable competencies as follows:

- Engineering experience on long-span complex bridges including structural analysis and the effects of construction;
- Thorough knowledge of AASHTO, NYSDOT and/or OPSS design standards;
- Experience reconciling the differences between New York and Ontario standards and regulations;
- Familiarity with developing design packages for contracting in the United States and/or Canada, if required;
- Developing construction staging plans simultaneously for U.S. and Canadian contractors, if required;
- Experience with providing simultaneous construction support to U.S. and Canadian contractors;
- Designing and certifying drawings in New York State and the Province of Ontario as required;
- Developing maintenance and protection of traffic schemes that prioritize safety, customer service, construction staging efficiencies, and Authority operational needs.

B. Specific Work Items

1. Bridge Inspection Services

a) General

The Consultant will perform inspections and prepare subsequent reports of the Peace Bridge as required by the Federal Highway Administration (FHWA) National Bridge Inspection Program (NBIP), and in compliance with the New York State Uniform Code of Bridge Inspection (also satisfying Canada's International Bridges and Tunnels Act (IBTA)). The Consultant shall also satisfy the Authority's internal policies pertaining to bridge inspections, flagging procedures, underwater bridge inspections, and fracture critical members (see Appendix C).

The contract period is five (5) years beginning in 2025. The work shall include:

- Underwater (scour) investigation in year 2025;
- Biennial Peace Bridge condition inspection in years 2025, 2027 and 2029;
- Interim Peace Bridge condition inspection in years 2026 and 2028
- Central Avenue overpass condition inspection in years 2026 and 2028

Scour investigation shall include inspection of all river piers (Piers 2 through 6); report preparation; and New York State Department of Transportation (NYSDOT) inventory verification and updating.

Biennial Peace Bridge condition inspection shall include a complete 'hands-on' inspection of all bridge elements (including gantries and railings); report preparation; New York State Department of Transportation (NYSDOT) inventory verification and updating; and computation of the National Bridge Inventory Sufficiency Rating for the Peace Bridge according to the Recording and Coding Guide for the Structure Inventory and Appraisal of the Nations Bridges (Report No. FHWA-PD-96-001) published by the FHWA. The biennial inspections shall include the collection of element level bridge condition data for submission to the FHWA per 23 U.S.C. 144. The report will also be shared with Transport Canada.

Interim Peace Bridge condition inspection shall be performed in years when FHWA-mandated inspections do not occur and are more limited in scope than the biennial inspections. Interim inspections shall include visual inspection of targeted bridge elements; and report preparation.

Central Avenue overpass condition inspection shall include a complete 'hands-on' inspection and report preparation. This report may be shared with the Ontario Ministry of Transportation.

See §V.B.1.b – Inspection Techniques and Equipment – for more information.

b) Inspection Techniques and Equipment

The Consultant is responsible for providing the appropriate equipment required to perform inspections as part of the cost proposal to the Authority.

Certain portions of the Peace Bridge are not accessible by an Under-Bridge Inspection Unit. Special consideration will be given to firms utilizing climbing techniques as a supplement to mechanical access.

Scour investigations at Piers 2 through 5 shall be completed using multibeam hydrographic sonar methods as per the Authority's policy (see Appendix C).

Interim Peace Bridge inspections shall be performed using visual inspection techniques enhanced by drone (unmanned aerial vehicle) operation. No climbing or Under-Bridge Inspection Unit techniques required.

c) Inspection Leader and Team

The Consultant shall provide an Inspection Team Leader with qualifications and experience to satisfy the NBIS Program metric number three, and a Quality Control Engineer with the following qualifications: successful completion of FHWA approved comprehensive bridge inspection training; and completion of periodic bridge inspection refresher training according to New York State policy; and current PE license/registration in New York State.

Moreover, the Inspection Team Leader shall have experience on similar long span steel bridges. The entire inspection team should be highly skilled in bridge inspection of this nature.

The Central Avenue Bridge Inspection will require the stamp of a current Professional Engineer licensed/registered in the Province of Ontario.

d) Traffic Management

Maintenance and protection of bridge traffic (MPT) during inspection is the responsibility of the Consultant. The Consultant shall coordinate with the Authority's Operations Center prior to any and all access to the bridge. The Authority will assist with applicable lane closures to facilitate the MPT. Traffic or weather conditions on the bridge during the inspection may necessitate the temporary suspension of the inspection until conditions improve.

e) Downtime – Traffic and Weather Impacts

The successful Consultant is cautioned that during the field inspection process there may be down time. Any activity requiring a lane closure may have to be abruptly terminated. This may be due to weather and/or traffic demands. Downtime may last a few hours or, in extreme cases, an entire workday. The Consultant should plan for downtime with no additional payment.

f) Background Information/Site Visit

Copies of as-built plans, previous inspection reports, and load rating calculations are available for viewing at the Authority office in Fort Erie, ON upon appointment.

g) Applicable Rules/Regulations/Laws

The Consultant shall be responsible for conformance with all laws, regulations and procedures of Canadian and U.S. Federal and local jurisdictions.

Site access for all inspection team members is contingent upon individual approval from U.S. Customs and Border Protection (CBP) as well as from Canada Border Services Agency (CBSA). Individuals will be required to submit personal information and copies of identification documents to the Authority, which will be turned over to CBP and CBSA for their approval. The Consultant's team leader and team members will be required to adhere strictly to any directives by these agencies.

h) Work Space

The Authority will make available office space for the team leader and inspection crew members. The space may be in Canada or the United States.

i) Subconsultants

Although it may not be necessary, the Consultant may wish to consider using a local sub-consultant to assist in this work.

j) Milestone Schedule

	Scour Investigation	Biennial Inspection	Interim Inspection	Central Avenue
Field Inspection	May 1	Aug. 1	May 1	Oct. 1
NYSDOT Submittal/ BDIS Entry	June 1	Sept. 1	N/A	N/A
Draft Report	July 1	Dec. 1	Aug. 1	Nov. 1
Final Report	July 31	Dec. 31	Aug. 31	Nov. 30

k) Deliverables

- Prior to commencement of any field inspection activities the Consultant shall submit and obtain the Authority's approval of:
    - Traffic Management Plan and Schedule graphically describing: each task to be undertaken; the estimated time to complete each task; the areas on the bridge and approaches which would be traversed and/or be occupied by the inspection team for each task; discussion of potential impacts of each task on Peace Bridge vehicular and pedestrian traffic; warrants for traffic warning devices, notices, and traffic directors for inspection activities not requiring lane closures (which are restricted as discussed above); and discussion on coordination and communications with Peace Bridge operating staff with respect to inspection activities.
    - Safety Plan describing methods, precautions, and procedures to be employed by the Consultant to assure the safety of the Consultant's staff, all users of the Peace Bridge and approaches, and Authority personnel.
    - Training Plan describing the methods and procedures the Consultant will employ to assure that the Consultant's staff and inspection team are fully aware of the Traffic Management Plan and Schedule and the Safety Plan and their responsibilities to strictly comply therewith.
- Periodic progress meetings with Authority staff.
- BDIS entries as required.
- One (1) paper copy and one (1) digital copy of the inspection report meeting NYSDOT requirements shall be submitted to the Authority.

- One (1) paper copy and one (1) digital copy of the condition evaluation report for the Peace Bridge, stating the overall condition of the bridge and describing in detail the condition of all components of the bridge, shall be submitted to the Authority.

2. General Engineering Consultant - On-Call Engineering Services

The Authority may require engineering services regarding the maintenance of the Peace Bridge in addition to federal and state requirements for bridge inspection. Services will be performed by the General Engineering Consultant on a time and material or a task specific not-to-exceed basis as directed by the Authority.

The General Engineering Consultant will be responsible for:

- Review of the detailed biennial inspection findings of the Peace Bridge, ancillary structures, and approach roads.
- Preparation of reports and recommendations (based on the results of the aforesaid inspections and other available information) as required by the Authority, which have in recent years included:
    - Written illustrated reports that address approaches to correcting deficiencies identified in the inspection
    - Annual updates of the appropriate federal and state bridge inventory and condition reports
    - Authority maintenance program recommendations and checklist
    - Annually updated recommendations as to necessary or desirable reconstruction, rehabilitation and extraordinary maintenance projects to be scheduled in the next five years
    - Review and comment on the underwater (scour) inspections and/or fathometer surveys and/or side scan sonar surveys performed by others
- Regular and continuing consultations with the Authority's Chief Executive Officer and Chief Operating Officer, and such persons as they shall designate, on all aspects of the Authority's engineering related operations. The General Engineering Consultant may be required to brief the Authority's Board of Directors from time to time on matters of significance as directed by Authority Management.

3. Anticipated Projects

The following projects are anticipated to be completed by the Authority within the first two years of the five-year term of this contract. Each project will be executed as an individual scope change to the General Engineering Consultant contract at the Authority's sole discretion.

See Appendix C regarding reference photos, drawings, and information on these projects and systems. Please note that the documents made available for reference do not necessarily reflect complete and accurate existing conditions and are not intended to take the place of visual inspection and confirmation by the Respondent.

a) Scheduled Projects

Project	Design Complete	Construction Complete
U.S. Vaulted Spans Investigation	July 31, 2025	Oct 31, 2025
Peace Bridge Maintenance/Service Access Modifications	May 31, 2025	Sept 31, 2025
U.S. Plaza Primary Inspection Lanes Rehabilitation	Oct 31, 2025	May 31, 2026

3.1 U.S. Vaulted Spans Investigation

a) Background

An investigation is required on the condition, functionality, and protection of the reinforced concrete slabs, reinforced concrete walls and columns, and expansion joints at the U.S. vaulted spans of the Peace Bridge. The vaulted spans (Spans 38 to 41) of the Peace Bridge are comprised of reinforced concrete slabs supported by short reinforced concrete piers and columns. These spans were originally constructed in 1927 and widened to the south in 1930 and 1953. Modifications to the north side of the vaulted spans were made during the U.S. Bridge Approach Widening Project (2013-2014) to extend the walls and accommodate access from the newly constructed garage bays. For information on vaulted span construction, see the plan and elevation drawings of the bridge in Appendix B (Note: an additional eight (8) vaulted spans were infilled in 2014 but are shown on plans for reference). See Appendix C regarding additional reference drawings.

The most recent inspection was completed in 2023 (report excerpt in Appendix C for reference).

In addition to addressing the overall health of the U.S. vaulted spans, the objective of this investigation is to determine and remediate the cause of the following noted deficiencies of the spans:

- Significant spalling along the end abutment (Wall 5);
- Active leakage within the vaulted span joints (Joint 3 and Joint 5); and
- Cracking and delamination of the U.S. approach slabs and deck over the vaulted spans (Canada-bound traffic lanes and Duty Free Exit lane)

b) Scope

The General Engineering Consultant will in general be responsible for the following tasks:

i. Condition Assessment

- Perform an evaluation to identify the condition of the concrete (within the vaults and on the approach slabs) including mapping to locate areas of corrosion, delamination and cracking through the use of concrete coring, non-destructive methods and full hands-on investigation. The goal of the investigation is to determine the severity, location, type, size and prioritization of required repairs. The Consultant will be required to provide access to perform their investigations.

- Perform an evaluation to identify the condition of expansion Joint 3 and Joint 5.

- Produce a report detailing the results of the condition assessment and potential remediation methodologies.

ii. Design

- Conduct any research, surveys, and meetings necessary to verify existing conditions, confirm scope requirements and deliver feasible plans and specifications.

- Design for construction repair scope and procedures for elements identified in the condition assessment. Please note that based upon the results of the condition assessment of the joints, it may not be the best solution to replace joints in kind, and the Consultant may be required to design for construction a revised means and methods.

- Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment.

- Provide 100% design for construction plans and specifications as well as a detailed cost estimate broken down by anticipated contract items for Authority review and comment.

- Design and specification for construction shall also include concrete coating scope and procedures for all vertical and horizontal surfaces within the U.S. vaulted spans. The Consultant shall specify the coating system currently used on similar concrete surfaces on site (Sikagard 670W with Sikagard 552W Primer) as applicable. Furthermore, coating specifications, performance standards, repaint cycles, industry warrantee/guarantee shall be defined by the Consultant.

iii. Construction Contract Administration

- Incorporate 100% design for construction drawings and specifications into tender documents for the Authority.

- Prepare and attend pre-bid meeting for tender phase.

- Answer any and all questions during tender phase that concern the drawings and specifications.

- Provide any and all addenda to the tender drawings and specifications as required.

- Assist in the evaluation of Contractor qualifications and bids.
- Answer any and all Requests for Information during construction.
- Review all submittals, shop drawings, and means and methods associated with the construction contract.
- Attendance at weekly or bi-weekly site construction meetings.

Construction Inspection Services are not to be included within the Respondent's proposal at this time and will be considered as a potential Supplemental Agreement at a later date if necessary.

3.2 Peace Bridge Maintenance/Service Access Modifications

a) Background

The Peace Bridge is currently outfitted with several means of access for maintenance/service to various portions beneath the bridge deck.

- Maintenance Catwalk – Below deck and running down the midline of the bridge from Pier 2 in the U.S. to Pier 7 in Canada, the catwalk consists of structural steel and steel grating to create a means of pedestrian access to some under-bridge elements. The catwalk is accessible by bridge deck hatches at each pier (Pier 2 through Pier 6) and connects to the traveler and pier ladder access points. The catwalk proceeds from Pier 1 to Pier B in the U.S.. The catwalk also serves as the structural mounting surface for power and data conduit supplying the bridge feature lighting.
- Traveler – The bridge traveler is an electrically motorized platform that moves below deck along the midline of the bridge from Pier 1 to Pier 2 and is comprised of structural steel, steel grating floor, and expanded metal side panels. The platform is approximately 60 feet long by 3 feet wide in most parts (center portion is 6 feet wide as it previously housed a gas generator). The traveler was originally constructed in 1998 and modified in 2004 to include an extension on the north side.
- Pier Ladder and Cage Systems – Access to river Piers 2 through 5 is accomplished by using bridge deck hatches that connect to the below deck catwalk system. From the catwalk, ladder and cage systems affixed to arch spandrel columns extend down to landing platforms that are attached to the top of the pier thrust blocks. Similarly, ladder, cage and platform systems are utilized at Piers 1, A, and B in the U.S..

b) Scope

The General Engineering Consultant will in general be responsible for the following tasks:

i. Design

- Task 1: Catwalk Investigation and Repairs

The Consultant shall perform an investigation of the catwalk system, identifying conditions that warrant repair. Upon review and direction by the Authority, the Consultant shall design for construction repairs and/or reconstruction of portions of the catwalk designated for improvements. Please note that the existing maintenance catwalk over Pier 2 is showing signs of deterioration and has already been identified as needing repair.

- Task 2: Traveler Platform Extension

  The Consultant shall design for construction an extension of the existing traveler platform. The platform shall be extended on the north side beyond the bridge deck fascia. The intent of this extension is twofold: allow for greater hands-on inspection in this bridge span; and provide means of emergency egress to the truss deck should the traveler and occupants be unable to return to a docking location. Shop drawings of the 2004 south end extension are included in Appendix C and can be used as a basis of design for the north end extension. The Consultant is required to confirm that the traveler propulsion system is sufficient to handle any additional weight included with the design.

- Task 3: Pier Access Modifications

  The existing access ladder and cage systems to the piers do not comply with current OSHA fixed ladder requirements. Rail and rung spacings are non-standard and differ from pier to pier making their use cumbersome and potentially hazardous. Under this task the Consultant will investigate methods to address non-standard features and safety issues and will design measures to best comply with requirements. Should the configuration and limitations of the bridge superstructure and piers prohibit attainment of current safety regulations, every effort should be made to make the design as close as possible to the standard while also recognizing cost impacts.

- It is the intent that Tasks 1, 2, and 3 listed above be incorporated into a single package for construction.

- Conduct any research, surveys, and meetings necessary to verify existing conditions, confirm scope requirements and deliver feasible plans and specifications.

- Provide report on Tasks 1 & 3 for Authority review and determination of elements to include in the construction package.

- Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment to include Tasks 1, 2 and 3.

- Provide 100% design for construction plans and specifications as well as a detailed cost estimate broken down by anticipated contract items for Authority review and comment.

ii. Construction Contract Administration

- Incorporate 100% design for engineer-stamped issued for bid construction drawings and specifications into tender documents for the Authority.

- Prepare and attend pre-bid meeting for tender phase.
- Answer any and all questions during tender phase that concern the drawings and specifications.
- Provide any and all addenda to the tender drawings and specifications as required.
- Assist in the evaluation of Contractor qualifications and bids.
- Answer any and all Requests for Information during construction.
- Review all submittals, shop drawings, and means and methods associated with the works.
- Attendance at weekly or bi-weekly site construction meetings.

Construction Inspection Services are not to be included within the Consultant's proposal at this time and will be considered as a potential Supplemental Agreement at a later date, if necessary.

3.3 U.S. Plaza Primary Inspection Lanes Rehabilitation

a) Background

The auto inspection lanes (11 booths) and commercial vehicle inspection lanes (8 booths) in the U.S. Plaza are in need of rehabilitation with respect to the following elements:

- Electrical feed to the inspection lanes – Electrical service to all commercial and auto primary inspection lanes originate from the R.F. Willson building. Existing feed is currently underground and is largely unserviceable and in poor condition.
- Communication – Data feed to the booth and the equipment island in each auto and commercial inspection lane also originate from the R.F. Willson building. Data runs are currently in an underground pathway that is largely unserviceable and in poor condition.
- Booth electrical – The panels and wiring within the auto inspection booths are in poor condition and should be replaced.
- Booth heating – Existing electric heat in the auto inspection booths is insufficient and heating units are at end of life.
- Floors – Floors within the auto inspection booths are exhibiting signs of decay and need replacing.
- Doors – Each auto inspection booth has two (2) doors that are frequently used. These doors are well beyond their useful life and are a common maintenance issue as parts are no longer available. In addition, four (4) commercial vehicle inspection booths have a similar issue with the ground level door.

b) Scope

The General Engineering Consultant will be responsible for the following tasks:

i. Design

- Conduct any research, surveys, and meetings necessary to verify existing conditions, confirm scope requirements, review alternatives with project stakeholders, and deliver feasible plans and specifications.
- Design for construction improvements to elements identified above including:
    - New, above ground electrical feed to all inspection lanes;
    - New, above ground data feed to all inspection booths, as well as from each booth to the equipment island at each lane. Consultant shall assume 3-4 meetings with U.S. Customs and Border Protection (CBP) to determine communication requirements at these locations;
    - Update of the electrical distribution within the auto inspection booths;
    - Heating improvements within the auto inspection booth (in-floor heating should also be considered as supplemental heating);
    - Rehabilitation of the auto inspection booth floors, considering application in an outdoor and salt-heavy environment; and,
    - Alternative solution to booth doors for a total of twenty-two (22) doors on the auto inspection booths and four (4) doors on the commercial vehicle inspection booths. Doors facing the interviewee shall have a sliding window.
- Construction shall be designed in a phased approach, whereby a maximum of three (3) inspection lanes can be non-operational due to construction at any time.
- Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment.
- Provide 100% design for construction plans and specifications as well as a detailed cost estimate broken down by anticipated contract items for Authority review and comment.

iii. Construction Contract Administration

- Incorporate 100% design for engineer-stamped construction drawings and specifications into tender documents for the Authority.
- Answer any and all questions during tender phase that concern the drawings and specifications.
- Prepare and attend pre-bid meeting for tender phase.

- Provide any and all addenda to the tender drawings and specifications as required.

- Assist in the evaluation of Contractor qualifications and bids.

- Answer any and all Requests for Information during construction.

- Review all submittals, shop drawings, and means and methods associated with the works.

- Attendance at weekly or bi-weekly site construction meetings.

Construction Inspection Services are not to be included within the Respondent's proposal at this time and will be considered as a potential Supplemental Agreement at a later date if necessary.

4. Additional Engineering Services

The General Engineering Consultant may be requested to provide services on an as-needed basis for select future projects associated with the bridge and plazas occurring within the contract term. These services may include but not be limited to planning, design, and consultation as directed by and at the sole discretion of the Authority.

Projects will be identified by the Authority as their necessity arises.

This work may be elected to be performed on a cost reimbursable (time-and-material), not-to-exceed, or lump sum basis of payment as determined by the Authority (and based on degree of scope definition).

C. Binational Considerations

The scope of services described in Part B above are to be performed in Buffalo, New York, United States of America and Fort Erie, Ontario, Canada. Thus, Respondents shall be properly licensed (or capable of being, and not barred from becoming, licensed) to carry on business in the State of New York and the Province of Ontario, as needed. This includes the capability of signing and stamping drawings and plans as required in New York and Ontario.

All members of the project team must be admissible to Canada and 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) and Canada Border Services Agency (CBSA) as applicable so that they may perform functions in both the U.S and Canada as necessary. 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 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	January 17, 2025
Mandatory Site Meeting	February 11, 2025 at 11:00 AM
Inquiries Due	February 19, 2025 at 1:00 PM
Responses to Inquires Issued	February 24, 2025
Proposals Due	March 4, 2025 at 1:00 PM
Interviews (at Authority's discretion)	March 10, 2025
Notice of Award	March 14, 2025

The successful firm must be prepared to commence performance for the services described herein upon Notice of Award.

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 by the date and time noted in **Part IV – Time Requirements** via e-mail to Danielle McCaffery:

   dem@peacebridge.com

   All questions and answers will be circulated to all potential respondents via email by the date and time noted in **Part IV – Time Requirements**.

   Contact with personnel of the Authority other than that named above regarding this RFP may be grounds for elimination from the selection process.

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 as specified in **Part I, Section C – Inquiries.**

   If a Respondent fails to notify the Authority prior to the due date for proposals, of a known error or an error that reasonably should have been known, the Respondent 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. **Site Meeting** – Respondents must have attended the mandatory site meeting at the date and time scheduled in Part IV – Time Requirements.

4. **Submission of Proposals** - The following material is required to be received by the date and time noted in **Part IV – Time Requirements –** for a Respondent to be considered:

   a. Proposal shall 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 proposal.

      (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 proposal 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 proposal. An unsigned proposal will be rejected.

(iv) *Non-collusive Proposal Certification* – The Respondent must provide a signed statement certifying the following:

- the proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm or corporation;
- that the Respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal, or decline to submit a proposal;
- 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 V. B. of this request for proposals.

(vi) *Cost Bid* –The cost bid should follow the order set forth in Section V.C. of this request for proposals.

b. Respondents should send the completed proposal to the following address:

BUFFALO & FORT ERIE PUBLIC BRIDGE AUTHORITY
Attn: Danielle McCaffery, Operations Coordinator
1 Peace Bridge Plaza, Buffalo, NY 14213
-or-
100 Queen Street, Fort Erie, Ontario L2A 3S6

***If by electronic mail*: dem@peacebridge.com**

The Authority shall not be obligated or held liable for any proposal undelivered or lost in the mail (electronic or otherwise). Respondents shall be responsible to confirm delivery to the Authority by the required time and date as specified in this RFP.

B. Proposal

1. **General Requirements –** The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firm 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 firm 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 13, must be included. They represent the criteria against which the proposal will be evaluated. Responses are limited to fifteen (15) pages, excluding the title page, table of contents, transmittal letter, non-collusive proposal certificate and cost bid, and requested resumes, prepared as single-sided pages on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

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

2. **Independence and Ethical Practices –** The firm should provide an affirmative statement that it is independent of the Authority and that the firm and its staff 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.

3. **Scope of Work** – The firm should provide an affirmative statement that the proposal includes all services noted within Section III of this proposal.

4. **Licensed to Practice** – The firm should provide an affirmative statement that the project Resident Engineer/Contract Administrator and Project Manager or project principal assigned are properly licensed to practice in the State of New York and/or the Province of Ontario.

5. **Disciplinary Actions** – The firm should provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with federal, state regulatory bodies or professional organizations.

6. **Firm Qualifications and Experience –** The Respondent should include the following information:

   a. Firm name, location of firm headquarters, location of office from which services would be rendered to the Authority.

   b. Description of the firm, 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 in scope and size to the engagement described in this request for proposal. Include information on each engagement in the following format:
      i. Name of client
      ii. Number of years serving this client
      iii. Name of personnel in charge of this client (Project Manager)
      iv. Brief description of services provided

      From these engagements, provide references containing contact name, e-mail address and telephone number.

   d. List all anticipated primary sub-consultants proposed for this contract and include a description of the form and contact information for each.

7. **Experience of Project Manager and Key Staff -** The Respondent should identify the project manager, lead designer, and other key staff for the assignment. The Respondent should include information regarding staff qualifications required to satisfy the Scope of Services outlined in Part III of this RFP. The Respondent should also outline their capabilities in the following disciplines as appropriate: roadway and drainage design, bridge and structural design, bridge inspection (including with use of UAS), traffic control and signal design, maintenance of traffic design and review, highway lighting design, plan review, aerial mapping, surveying services, and traffic studies. While all disciplines listed may not

be called upon during this term agreement the Authority is seeking a firm with well-rounded capabilities. The Respondent should include the following information:

a. For each key staff, briefly detail the following:
   i. General qualifications: general education, training, length of experience, positions held, time with firm, and so forth.
   ii. Adequacy for assignment: experience in specific sector or field.
   iii. Experience in cross border traffic and toll bridge traffic.
   iv. Experience with long-span steel bridges.
   v. Experience in region: knowledge of local issues.

b. In an appendix to the response, provide resumes for key professional staff who would be assigned to this engagement (limit to 3 pages maximum for each).

8. **Similar Project Experience –** The firm should describe the nature and scope of similar projects managed by the proposed Resident Engineer/Contract Administrator and Project Manager.

9. **Similar Engagements with other Entities –** For the firm's personnel that will be assigned responsibility for this service, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. Indicate the scope of work, dates and duration of service and the name and telephone number of the principal client contact. From these engagements, provide at least three (3) references containing contact name, address and telephone number.

10. **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.

11. **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.

12. **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.

13. **Proposed Schedule** – Provide a tentative schedule for each task identified in Part III – Scope of Work.

C. Cost Bid

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 and contain the following:

a. General Information: The cost bid should include the following general information:

   (i) Name of firm

   (ii) Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Authority.

   (iii) Provide examples of fees that you have charged on similar recent contracts.

   (iv) Describe proposed measures to reduce the costs of services, while maintaining high quality services.

b. For Bridge Inspection services described in Section B.1 of Part III of this RFP, supply all-inclusive costs for performing the scope of services outlined. Costs should be broken down by year and include labour, equipment, travel time, and any other costs associated with the scope of work. Cost associated with the scour investigation should be included as a stand-alone cost. Payment will be on a Lump Sum basis and paid incrementally.

c. Supply a proposed 5-year rate sheet for on-call (time and material) services as per Section B.2 of Part III of this RFP. Rate sheets shall detail hourly rates for the various technical classifications of workers and identify specific personnel. Also include with the rate sheet a salary multiplier that includes a breakdown of overhead, profit, mileage, and types of expenses.

d. For each of the Anticipated Projects described in Section B.3 of Part III of this RFP, supply all-inclusive costs for performing the scope of services outlined. Costs should be broken down by major task and include labour, equipment, travel time, and any other costs associated with the scope of work. Payment will be on a Lump Sum basis.

2. **<u>Out-of-Pocket Expenses</u>** – Enumerate typical out-of-pocket expenses for the proposed engagement.

VI. EVALUATION PROCEDURES

A. Review of Proposals

Firms with unacceptably low technical qualifications will be eliminated from further consideration.

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

The Authority reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

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 firm is independent and has no conflict of interest with regard to any other work performed by the firm for the Authority, and is licensed to practice in the Province of Ontario.

b. The firm adequately addresses actual and pending disciplinary actions and has a record of quality work.

c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.

2. Technical Quality

a. Expertise and Experience

(i) The firm's qualifications and past experience and performance on similar engagements.

(ii) Project Manager and key staff qualifications and past experience and performance on similar engagements, particularly cross border and toll facility engagements.

(iii) The firm's approach towards identifying and resolving potential problems/challenges in providing the services requested.

(iv) The firm's distinguishing and value-added services.

3. Cost Proposal

Fee, while important, will not be the primary factor in the selection of Construction Inspection Services, however, it will be considered when evaluating the overall value of the proposal. The Authority is not obligated to accept the lowest fee proposal.

In evaluating the submitted cost proposals the Authority will convert all costs to U.S. Dollars using the currency exchange rate posted on Oanda (www.oanda.com/currency-converter) for the date the Responses are received. This is for comparison purposes only. Any Agreement executed thereafter will be done so using the currency (USD or CAD) provided and indicated in the Response.

C. Oral Presentations

During the evaluation process, the Authority may elect to have firms deliver oral presentations. Such presentations will provide firms with an opportunity to answer any questions that the Authority may have on a firm's proposal. Presentations, if any, will be requested by the Authority.

D. Final Selection

It is anticipated that a firm will be selected by the date noted in Section IV – Time Requirements. Following notification of the firm selected, it is expected that a contract will be executed between both parties shortly thereafter.

The Authority reserves the right to enter into negotiations with any respondent deemed 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, the Authority will not conduct debriefing sessions with unsuccessful candidates.

E. Right to Reject Proposals

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

As specifically endorsed by the Authority Board of Directors, contact with personnel of the Authority other than Danielle McCaffery and Thomas Boyle, will result in automatic rejection of a proposal.

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

VII. FORM OF AGREEMENT

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

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.

~~B.~~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.

~~C.~~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".

~~D.~~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.

~~E.~~D. Confidentiality of Information

Respondents will be required to enter into a confidentiality agreement.

~~F.~~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.

~~G.~~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.

~~H.~~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.

~~I.~~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 Clause H; or

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

~~J.~~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 Clause I. By submitting a Response, a Respondent on its own behalf and as authorized agent of each Respondent Team Member, key individual and their respective representatives and affiliates represents, warrants and confirms to the Authority that its Response has been prepared and submitted without collusion or fraud, or in violation of any applicable law and in fair competition with prospective Respondents, prospective Respondent Teams, and other Respondents.

~~K.~~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.

~~L.~~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.

~~M.~~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.

~~N.~~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 Clause M, or (c) the Respondent is not pre-qualified and joins a Respondent that has been pre-qualified in accordance with this Clause M.

2. If a Respondent wishes to remove, add or otherwise change a Respondent Team Member (including any Joint Venture Member if the Respondent is a Joint Venture Respondent) after the submission of its Response, then it must first obtain the written approval of the Authority, which approval may be granted in the Authority's sole discretion. In making its determination to grant or deny such approval, the Respondent will provide the Authority with such information, documents and other records as the Authority may request, including all information, documents and other records required under this RFP and all agreements and amendments to agreements demonstrating the amended Respondent Team structure.

3. A Change in Control of a Respondent Team Member is deemed to be a change to such Respondent Team Member for the purposes of this Clause M, and requires the approval of the Authority.

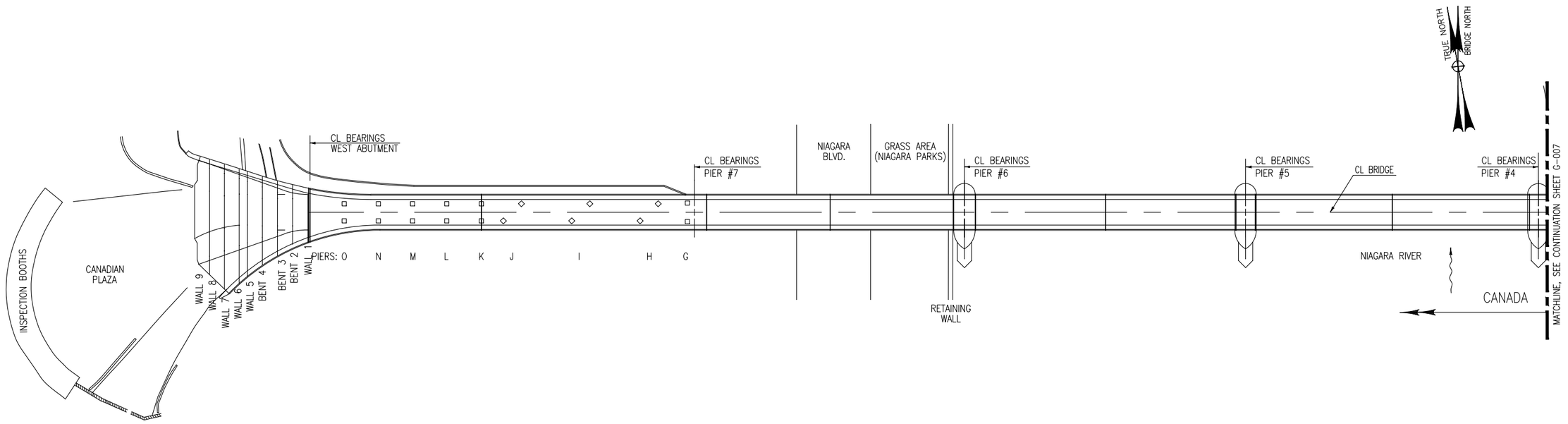
APPENDIX A

AUTHORITY / ENGINEER FORM OF AGREEMENT

Available upon request and as applicable to the location of the Respondent's main office of operations associated with this contract, whether USA or Canada

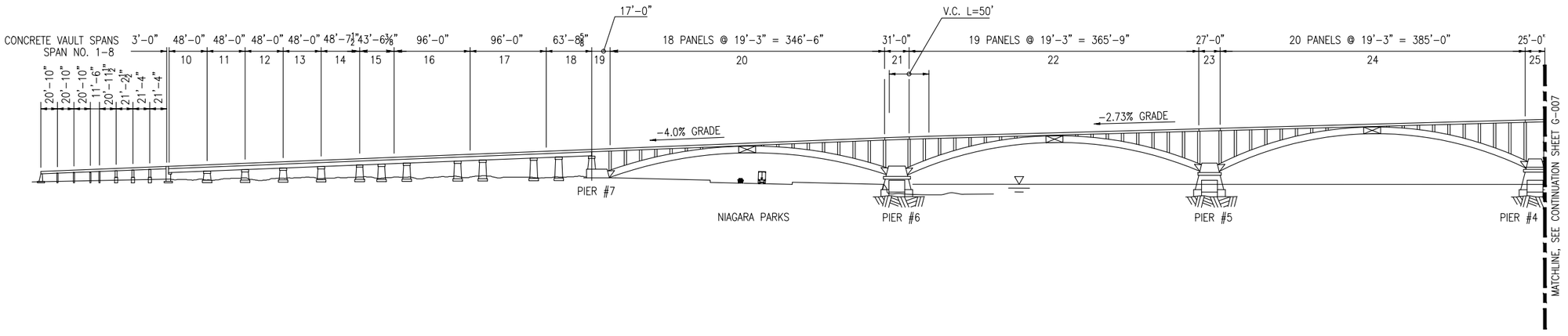
APPENDIX B

PLAN AND ELEVATION DRAWINGS OF THE PEACE BRIDGE



FORT ERIE, CANADA

PLAN



ELEVATION

(PROJECTED ALONG CENTERLINE OF BRIDGE)

K. L. YUDA
100179098
PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

150 0 150

SCALE: 1"=150'

FILE NAME:

THESE DESIGN DOCUMENTS ARE PREPARED SOLELY FOR THE USE BY THE PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS ENTERED INTO A CONTRACT AND THERE ARE NO REPRESENTATIONS OF ANY KIND MADE BY THE DESIGN PROFESSIONAL TO ANY PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS NOT ENTERED INTO A CONTRACT

No.	Revisions	Date	By	No.	Revisions Cont.	Date	By

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY
100 QUEEN STREET
FORT ERIE, ON L2A 3S6 CANADA

wsp
50 Lakefront Boulevard
Suite 111
Buffalo, NY 14202

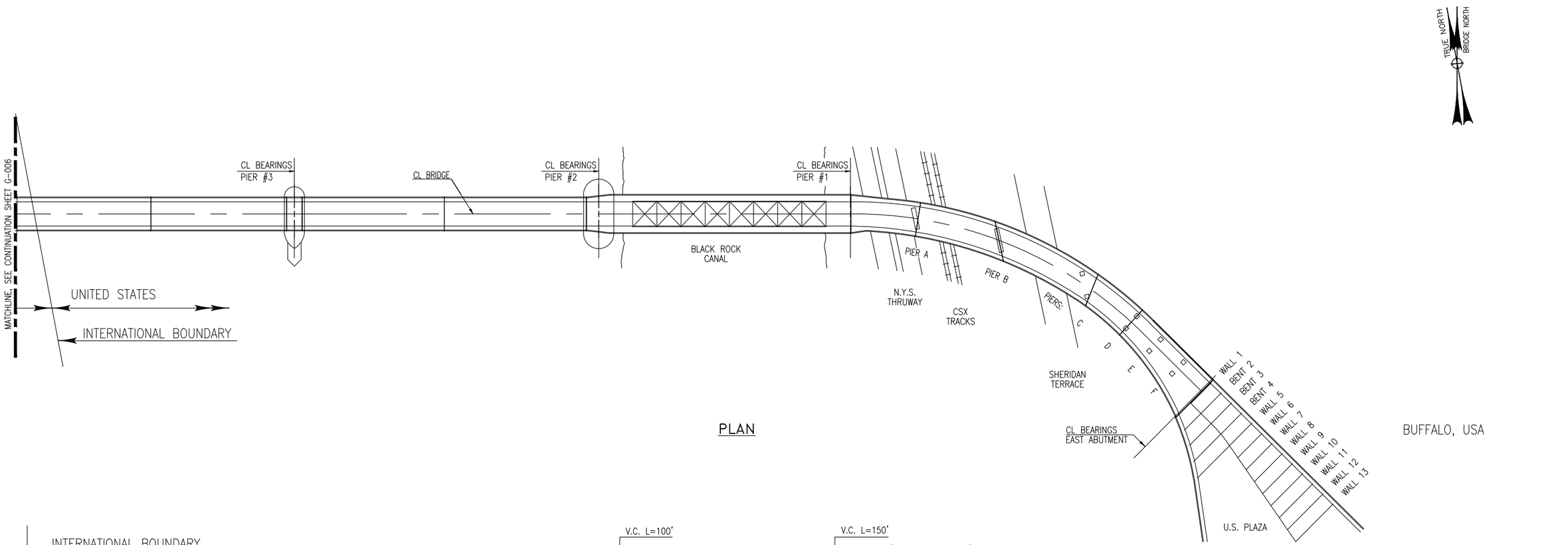
STATE OF NEW YORK
DAVID P. DOMBROWSKI
090415
LICENSED PROFESSIONAL ENGINEER
02/25/2021

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY GEC 2020-2023
BRIDGE PIER REHABILITATION

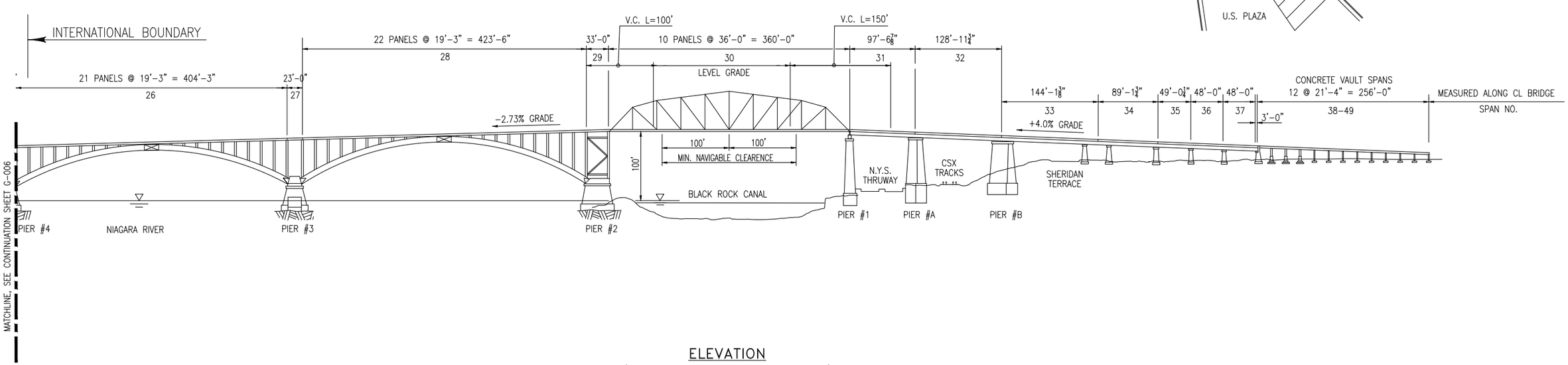
GENERAL PLAN & ELEVATION (1 OF 2)

Designed: RLL | Drawn: KLW | Checked: SFD | Date: 01-22-2021

Project No:	30900145
WBS:	30900145
Sheet No.	6 OF 38
Dwg. No.	G-006



PLAN



ELEVATION

(PROJECTED ALONG CENTERLINE OF BRIDGE)

150 0 150

SCALE: 1"=150'

FILE NAME:

THESE DESIGN DOCUMENTS ARE PREPARED SOLELY FOR THE USE BY THE PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS ENTERED INTO A CONTRACT AND THERE ARE NO REPRESENTATIONS OF ANY KIND MADE BY THE DESIGN PROFESSIONAL TO ANY PARTY WITH WHOM THE DESIGN PROFESSIONAL HAS NOT ENTERED INTO A CONTRACT

No.	Revisions	Date	By

No.	Revisions Cont.	Date	By

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY
100 QUEEN STREET
FORT ERIE, ON L2A 3S6 CANADA

wsp
50 Lakefront Boulevard
Suite 111
Buffalo, NY 14202

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY GEC 2020-2023
BRIDGE PIER REHABILITATION

GENERAL PLAN & ELEVATION (2 OF 2)

Designed:	RLL	Drawn:	KLW	Checked:	SFD	Date:	01-22-2021

Project No:	30900145
WBS:	30900145
Sheet No.	7 OF 38
Dwg. No.	G-007

APPENDIX C

REFERENCE DRAWINGS AND INFORMATION

To receive reference documents related to this RFP please submit a request to Danielle McCaffery, Operations Coordinator, at dem@peacebridge.com. A DropBox link will be provided for document viewing.

The following documents will be made available:

- Authority's internal policies pertaining to bridge inspections, flagging procedures, underwater bridge inspections, and fracture critical members
- U.S. Vaulted Spans 2023 Inspection Report, partial
- Bridge catwalk, typical
- Bridge traveler extension 2004
- Bridge pier ladders, photos
- U.S. Plaza electrical 2004
- U.S Plaza auto inspection booths 1997

Please note that the documents made available for reference do not necessarily reflect complete and accurate existing conditions and are not intended to take the place of visual inspection and confirmation by the Respondent.