Buffalo & Fort Erie Public Bridge Authority

Request for Proposals for

GENERAL DESIGN SERVICES

1 Peace Bridge Plaza
Buffalo, NY 14213

Date Issued: May 2nd, 2017

Submission Deadline: June 1st, 2017 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, as a multi-year term agreement, a licensed architectural firm for general design services at the Peace Bridge Plaza in Buffalo, NY ("the Consultant").

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

B. Restrictions on Communications

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

C. Inquiries and Communications

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

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

There will be an opportunity available for submission of written questions. All questions or requests for clarification regarding this RFP must come from one point of contact per company no later than May 22, 2017, 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, and distributed via e-mail to those that provided contact information as requested, by May 25, 2017.

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 1:00pm EST on June 1, 2017 in the manner, and with the documents and information, specified in Part V of this RFP to the following address:

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

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

E. Modifications to the RFP

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

F. Requirements

All potential Respondents are required to attend a mandatory site meeting on Tuesday, May 16, 2017 at 10:00 AM EST at 1 Peace Bridge Plaza, Buffalo NY (3rd floor conference room). *Responses will not be accepted from Respondents who do not attend this site meeting.*

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

All members of the 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. Security reviews are conducted by U.S Customs and Border Protection (CBP). 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.

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

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

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

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

G. Currency

All references to dollar amounts or currency in this RFPQ are references to United States dollars, 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.

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

Title to the property and assets of the Authority is vested in the Authority until July 1, 2020, or until all of the bonds issued by the Authority have been paid or discharged, whichever is later. Thereafter, the powers, jurisdiction, and duties of the Authority within the State of New York or within Canada shall be under the jurisdiction of the State of New York and Canada, respectively.

B. General Information

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

The Bridge opens into a joint Auto/Commercial Vehicle inspection plaza in the U.S., and separate Auto and Commercial Vehicle inspection plazas in Canada. The U.S. Plaza consists of two (2) inspection/administration buildings shared by government agencies, customs brokers, and the Authority; seven (7) commercial vehicle inspection lanes; eleven (11) auto inspection lanes; and a Duty Free shop. The Canadian Plaza consists of four (4) inspection/administration buildings occupied by PWGSC, CBP, and customs brokers; five (5) commercial inspection lanes; sixteen (16) auto inspection lanes; five (5) toll lanes; an Authority administration building; a maintenance shop; and a Duty Free shop.

III. SCOPE OF SERVICES

A. General

The Authority requires architect and engineering services for scheduled (planned) and future unplanned projects concerning various buildings in the U.S. Plaza. The successful proposer will enter into an agreement with the Authority to serve as its general architect for a term of approximately five years. For reference, please see Figure 1 herein for an aerial view of the U.S. Plaza.

1. Scheduled Projects

The following projects have been scheduled for construction within the year. Detailed scope information on each of these projects can be found in the noted appendices.

a. Upgrade of Electrical Service in U.S. Bridge Vault – Anticipated construction start summer, 2017 (See Appendix A)

b. R.F. Willson Building Mechanical and Electrical Improvements – Anticipated construction start fall, 2017 (See Appendix B)

c. Secondary Inspection Canopy Column Removal Project – Anticipated construction start fall, 2017 (See Appendix C)

B. Description of Work to be Performed

For each project as assigned, the consultant shall be responsible for the following, as applicable:

- Meet with the Authority to determine specific needs, goals, and objectives.

- Develop a detailed scope of design services to be performed for each improvement project and/or design task identified by the Authority.

- Based on the type of project task identified, determine the required deliverables and the best project delivery system to provide them.

- Based on the approved scope of services, develop a detailed work plan that identifies each person that will work on the project, the list of tasks they will perform and the number of hours they will spend on these tasks, i.e. schematics, design development, construction documents, biding and negotiations, construction administration.

    - This detailed scope of design services and related work plan will then be used to arrive at an agreeable design fee for the task.

- A specific written project approach will be developed for each project assignment received from the Authority. This approach will identify the steps and/or phases necessary to advance the project to completion.

- For some tasks, letter reports and/or sketches may be the most appropriate deliverables.

- For a project where a more formal deliverable is required:
    - Develop conceptual/schematic drawings and other appropriate documentation for the project. Discuss and review with the Authority and obtain approval.
    - Develop a design development set of drawings and an outline specification for the specific project. Discuss and review with the Authority, incorporate their comments, and obtain approval.
    - Develop a design development cost estimate. Perform true "value engineering" review with the Authority to ensure the desired goals and quality are obtained in the most cost-effective manner.
    - Obtain approval of design development documents and cost estimate.
    - Develop construction documents (drawings and specifications) for the project. Review these construction documents as they are developed by means of either weekly or biweekly meetings with the Authority.
    - Develop a final estimate of construction costs when construction documents are at 90% complete. Review this with the Authority and make final refinements to project scope as required.
- Establish a regular meeting schedule with the Authority appropriate for the nature of the project.
- Provide cost control by performing cost estimates and true value engineering sessions with the Authority at strategic points in the process.
- Conduct a Quality Assurance/Quality Control program designed to produce high quality documents, drawings, and specifications.
- Actively lead the bidding and negotiations process, assist the Authority in awarding the contract, and conduct the construction kick-off meeting.
- Actively participate in the construction administration phase by conducting weekly job meetings, being on-site for regular construction observation and problem solving, and closing out the project completely when the work is completed. Expanded construction phases services may be advisable on some projects and this can be provided as needed.

Figure 1: U.S. Plaza

Location	Description
A	R.F. Willson Building
B	Commercial Warehouse
C	Duty Free
D	Auto Inspection
E	Cargo Inspection
F	Peace Bridge

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	May 2, 2017
Mandatory Site Visit	May 16, 2017 at 10:00 AM
Due date for submission of questions	May 22, 2017 at 2:00 PM
Questions to be answered	May 25, 2017
Due date for Responses	June 1, 2017 at 1:00 PM

B. Expected Notification and Contract Dates

Short-listed firms notified	June 6, 2017
Presentations/interviews of short-listed firms	To be determined, at Authority discretion
Selected firm notified, contract award	June 16, 2017

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

V. PROPOSAL REQUIREMENTS

A. General Requirements

1. **Inquiries –** Inquiries concerning the request for proposals and the subject of the request for proposals must be made in accordance with Clause C of Part I of this RFP. Contact with the Authority or any of its personnel relating to this RFP or the Project other than in accordance with Clause C of Part I may be grounds for disqualification of the Respondent.

2. **Addenda: Errors and Omissions** - Respondents discovering any ambiguity, conflict, discrepancy, omission or other error in this RFP, should immediately notify, prior to the due date for proposals, the contact person set forth in Section V.A.1 and advise of such error and request clarification or modification of the document. Modifications to this RFP will be issued by addenda and clarifications will be communicated by written notice to each party that was furnished a RFP.

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

3. **Submission of Proposals** - The following material is required to be included in all Responses and received by **June 1, 2017, 1:00 PM** for a Respondent to be considered:

   a. Three (3) 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:

         - the Response 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 Response, or decline to submit a Response;
         - 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 12, must be included. They represent the criteria against which the proposal will be evaluated. Responses are limited to twenty (20) pages, excluding the title page, table of contents, transmittal letter, non-collusive proposal certificate and cost bid, and requested resumes, prepared as single-sided pages on 8 ½ x 11 inch paper using at least 10 point type with standard margins.

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

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.

1. **Licensed to Practice** – Each Respondent Team Member 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, as applicable, and as otherwise required to complete the Project.

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

3. **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 engagements as an architect for the last five (5) years, and include information in the following format:

   i. Name of client
   ii. Number of years serving this client
   iii. Name of partner(s) in charge of this client
   iv. Brief description of services provided

d. List all primary subcontractors proposed for this Project, and include a description of the firm and contact information for each.

4. **Experience of Project Manager and Key Staff –** The Respondent should identify the project manager, lead designer, and other key staff for the assignment and detail the following:

   a. General qualifications: general education, training, length of experience, positions held, time with firm, and so forth.

   b. Adequacy for assignment: experience in specific sector or field.

   c. Experience in region: knowledge of local issues.

   d. Provide resumes for key professional staff who would be assigned to this engagement, including but not limited to project managers or foreman for each primary subconsultant.

5. **Similar Project Experience –** The Respondent should describe the nature and scope of similar projects managed by the proposed project manager.

8. **Prior Engagements with the Buffalo & Fort Erie Public Bridge Authority –** List separately all engagements, within the last five (5) years, with the Authority by type of engagement. Indicate the scope of work, date, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

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. **<u>Identification of Anticipated Potential Problems</u> –** 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. **<u>Proposed Project Schedule</u>** – Provide a schedule for each of the Scheduled Projects indicated in Section A.1 of Part III of this RFP, broken down into major tasks.

C. Cost Proposal

1. **<u>Professional Fees</u>** – The Authority is interested in achieving high quality services at the lowest possible cost.

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

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

a. Name of Respondent.

b. Certification that the person signing the Response is entitled to represent the firm, empowered to submit the Response, and authorized to sign a contract with the Authority.

c. The Respondent should provide an affirmative statement that the Response includes all services noted within Section A.1 of Part III of this request for proposal.

d. Provide examples of fees that you have charged on recent similar recent contracts.

e. Describe proposed measures to reduce the costs of services, while maintaining high quality services.

f. For each of the Scheduled Projects described in Section A.1 of Part III of this RFP, supply all-inclusive costs for performing the scope of services outlined in the respective appendices. 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.

g. Supply a proposed 5-year rate sheet for any additional work to be assigned/performed. 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, and types of expenses.

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

VI. EVALUATION PROCEDURES

A. Review of Responses

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

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

B. Evaluation Criteria

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

1. Mandatory Elements

a. The Respondent is independent and has no conflict of interest with regard to any other work performed by the firm for the Authority.

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

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

2. Technical Quality

a. Expertise and Experience

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

(ii) Project manager and key staff qualifications and past experience and performance on similar engagements.

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

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

3. Cost Proposal

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

C. Oral Presentations

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

D. Final Selection

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

It is anticipated that a firm will be selected by June 16, 2017. Following notification of the firm selected, it is expected that a contract will be executed between both parties by June 20, 2017.

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

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

E. Right to Reject Proposals

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

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

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

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

VII. FORM OF AGREEMENT

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

VIII. GENERAL TERMS AND CONDITIONS

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

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 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.

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.

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 Clause C of Part I of this RFP, and providing all relevant information The

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

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
Upgrade of Electrical Service in U.S. Bridge Vault

A. Project Information

The purpose of this Upgrade of Electrical Service in U.S. Bridge Vault project is to provide appropriate electrical service to the bridge and other dependent facilities and systems, as well as to accommodate an increase in service capacity, and to upgrade existing end-of-life electrical equipment to ascertain longevity and continued operation.

B. General

1. Electrical Service Requirements

a. The Consultant shall design for construction an electrical service and distribution system using the design criteria outlined in Part C – Description of Work – of Appendix A to accommodate the following general requirements:
   i. Replace existing three (3) electrical feeds with one (1) single electrical feed
   ii. New feed shall originate from the 480V, 100 Amp, 3-phase breaker in the main switch room of the R.F. Willson Building
      - Some existing conduits from the R.F. Willson Building to the Bridge Vault are available; capacity to be determined by the Consultant
   iii. Include a new 480V distribution panel, with supporting lighting panels, to accommodate power requirements of the Bridge Vault lighting, fire systems, heaters, receptacles, server room, and bridge lighting.
      - Bridge lighting is 277V LED and will require a new transformer, to be located in the Bridge Vault, to change feed from Delta to Wye configuration.

b. Design must incorporate phased construction such that disruption to dependent facilities and systems is negligible. All dependents must remain operational 24 hours a day, 7 days a week.

2. Existing Electrical Service

a. The existing electrical service consists of the following major components:
   i. Electrical feed for bridge gantry signage and cameras, as well as miscellaneous Bridge Vault power
      - Originates from R.F. Willson Building via external Grasso building to Bridge Vault through approximately 600 feet of underground conduit
      - 480V, 50 Amp, 3-Phase Delta
      - Wire size 1/0
      - Installed in 1974
   ii. Electrical feed for Bridge lighting power
      - Originates from R.F. Willson Building to Bridge Vault through approximately 600 feet of underground conduit
      - 480V, 50 Amp, 3-Phase Delta
      - Wire size #1
      - Installed approximately 30 years ago
   iii. Electrical feed for Bridge Vault lighting, heaters, and fire protection
      - Originates from Busti Avenue
      - 220V, 200 Amp, single-phase
      - Installed in 2014

b. Consultant will be provided with load measurements of items 2.a.i. and 2.a.iii. above to assist in sizing the new service.

C. Description of Work

1. Design Criteria

a. When designing improvements the Consultant shall be guided by a set of criteria to include, but not be limited to, the following:
   i. Building Code, Safety Code, and industry best practices
   ii. Performance/appropriateness
   iii. Useful life
   iv. Energy efficiency
   v. Value engineering
   vi. Preservation of 24/7 facility operation
   vii. Required footprint

2. Services and Deliverables

a. Design
   i. Conduct any research, surveys, and meetings necessary to verify existing conditions, confirm scope requirements, and deliver feasible plans and specifications
   ii. Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment
   iii. Provide 100% design for construction plans and specifications as well as cost estimate
b. Construction Contract Administration
   i. Provide 100% design for construction drawings and specifications to be incorporated into tender documents by the Authority
   ii. Answer any and all inquiries during tender phase regarding the drawings and specifications
   iii. Assist the Authority in contractor bid and qualification analysis

APPENDIX B
R.F. Willson Building Mechanical and Electrical Improvements

A. Project Information

The purpose of this R.F. Willson Building Mechanical and Electrical Improvements Project is to upgrade the mechanical and electrical systems in the building, replacing end-of-life and underperforming systems with improved functionality and energy conservation.

B. General

1. R.F. Willson Building Description

The R.F. Willson Building is comprised of two structures:

- Administration Building – Originally built in 1955, consisting of a one story steel frame building, but expanded to a two-story, 21,700 square foot building over several decades of renovations, the most recent occurring in 2007. This space consists of U.S. Customs and Border Protection (CBP) traveler processing areas as well as offices, and contains the majority of the mechanical and electrical equipment for the two structures.
- Bus Terminal – Connected to the Administration Building by a set of double doors, the original construction of 1973 was of late structurally renovated in 2007. This 3,800 square foot space includes a CBP traveler processing area, office space, and an inspection garage.

This facility is used by CBP 24 hours and day, 7 days a week, and must maintain operation throughout construction.

Floorplans for the R.F. Willson Building are included in Attachment B-1 herein. Principal existing mechanical and electrical components are located in the Administration Building basement/crawlspace, as well as rooms 231 and 228 on the second floor. Record drawings from the 2007 renovations are available to Respondents upon request (please note that the 2007 record drawings may not accurately depict existing conditions, as minor renovations have been completed since this date).

2. Mechanical Components

a. The Consultant shall design for construction improvements to the following existing mechanical components as necessary, based on the criteria identified in Part C.1 – Design Criteria – of Appendix B:
   i. Air handling units, quantity 2
   ii. Hot water system, including but not limited to:
      - boilers, quantity 2;
      - glycol loop heat exchanger, quantity 1;
      - domestic gas-fired water heater, quantity 1;
      - circulation pumps
   iii. Chilled water system, including but not limited to:
      - air cooled chiller, quantity 1;
      - remote refrigerant chiller tube, quantity 1;
      - circulation pumps
   iv. Fan coil units, quantity 65

3. Electrical Components

a. The Consultant shall design for construction improvements to the following existing electrical components as necessary, based on the criteria identified in Part C.1 – Design Criteria – of Appendix B:
   i. Switchboard, quantity 1
   ii. Panelboards, quantity 15
   iii. Emergency generator

   The existing switchgear terminates a 4160V feed from the Authority's Warehouse building, and is approximately 40 years old.

   Available existing single line diagram for the building are included in Attachment B-1 herein. Please note that the Consultant must verify existing conditions.

b. It is anticipated that construction of a structure external to the R.F. Willson Building will be required to facilitate the electrical upgrades. In this case, all existing components in the "Grasso" building – an independent 225 square foot fiberglass structure – that are to remain must be relocated to the new structure, and the Grasso building shall be removed. Existing contents of the Grasso building include but are not limited to UPSs, a generator, and miscellaneous panelboards.

C. Description of Work

1. Design Criteria

a. When designing improvements to the mechanical and electrical systems, the Consultant shall be guided by a set of criteria to include, but not be limited to, the following:
   i. Building Code, Safety Code, and industry best practices
   ii. Performance/appropriateness
   iii. Useful life
   iv. Energy efficiency
   v. Value engineering
   vi. Preservation of 24/7 facility operation
   vii. Required footprint
      - Should any existing mechanical/electrical spaces require an increase in footprint, the Consultant shall be responsible for architectural design associated with constructing this space. Aside from outbuildings, potential expansion space is identified in Attachment B-1 herein.

b. The Consultant is encouraged to review the feasibility study report completed by Wendel Companies included as Attachment B-2 herein, and base their design on these findings should they be in agreement with the Consultant's recommendations.

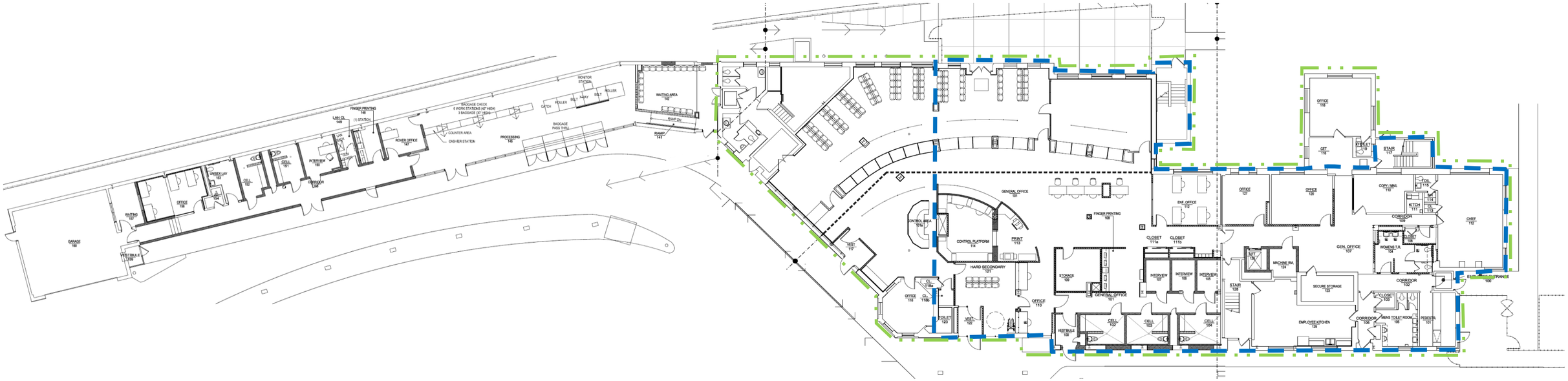
2. Services and Deliverables

a. Design
   i. Conduct any research, surveys, and meetings necessary to verify existing conditions, confirm scope requirements, and deliver feasible plans and specifications
   ii. Provide 60% design for construction plans and specifications as well as cost estimate for Authority review and comment
   iii. Provide 100% design for construction plans and specifications as well as cost estimate

b. Construction Contract Administration
    i. Provide 100% design for construction drawings and specifications to be incorporated into tender documents by the Authority
    ii. Answer any and all questions during tender phase that concern the drawings and specifications
    iii. Provide any and all addenda to the tender drawings and specifications as required
    iv. Assist in evaluation of construction bids and qualifications
    v. Answer any and all Requests for Information (RFIs) during construction regarding the drawings and specifications
c. Construction Support Services
    i. Provide part-time resident engineer services as required to ensure adherence to the construction documents, as well as best practices.
    ii. Provide any required materials testing during construction (to be bid as a not-to-exceed allowance)

Attachment B-1

R.F Willson Building
1st floor Floorplan

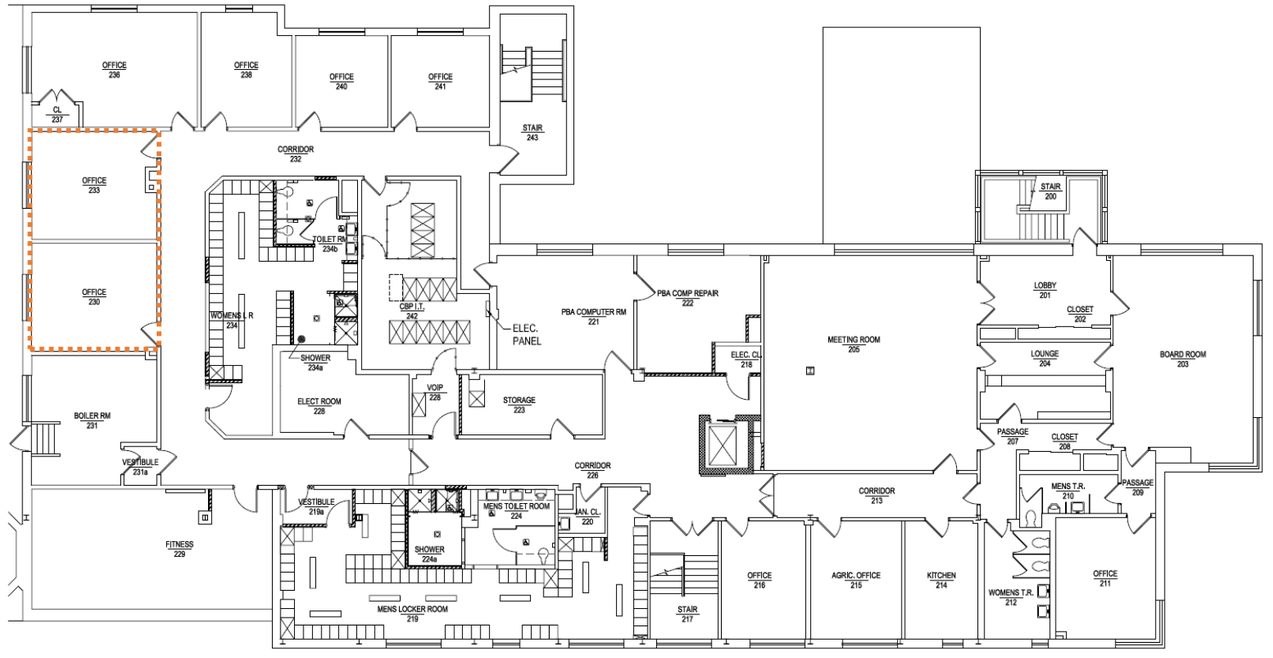


Legend

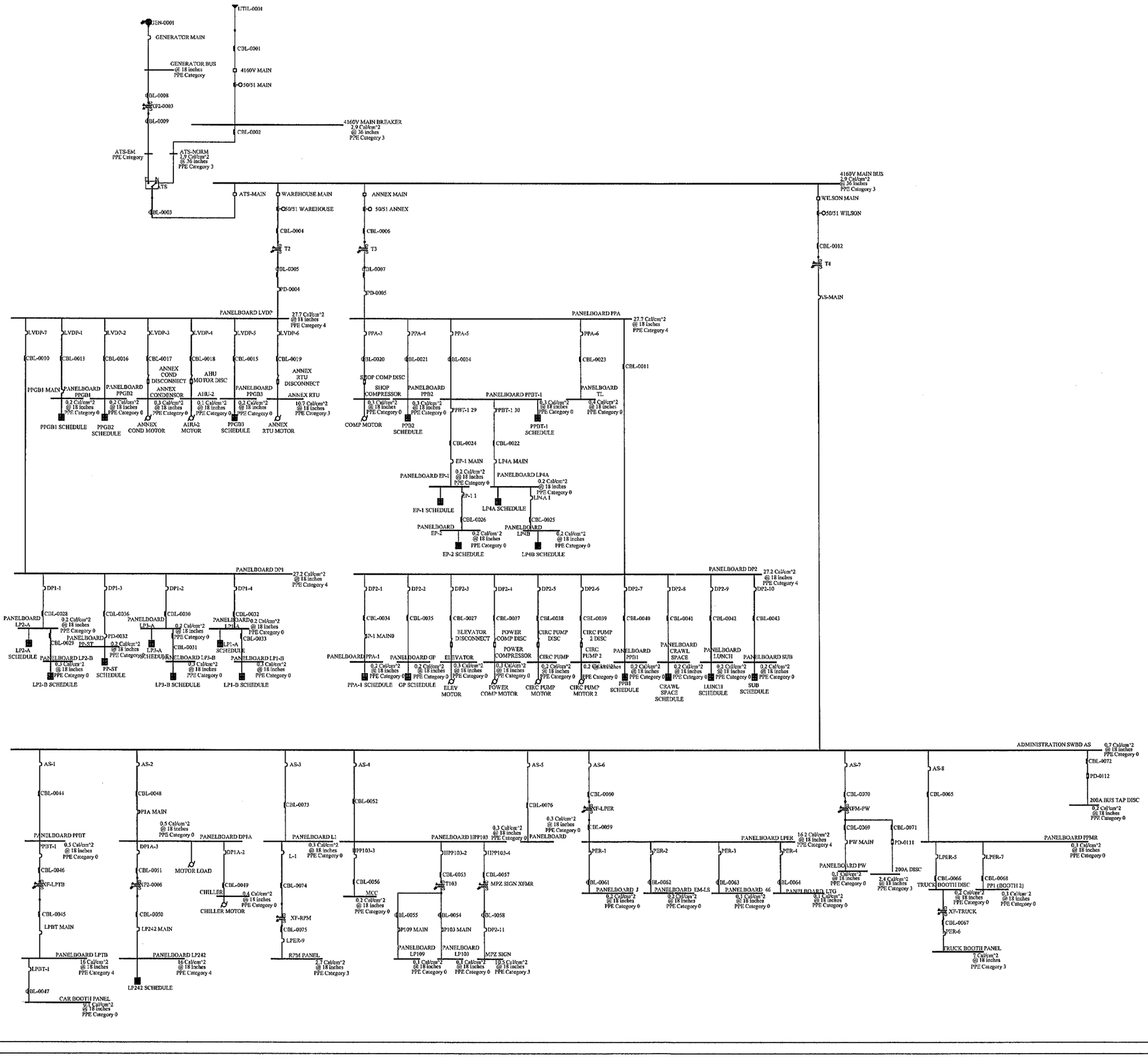
Second floor footprint

Crawlspace footprint

Potential mech./elect. expansion space



R.F Willson Building
2nd floor Floorplan



BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

1 Peace Bridge Plaza
Buffalo, New York 14213

RENOVATION & ADDITIONS TO COMMERCIAL BUILDING

BIDDING DOCUMENTS

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NO.	BY	REVISIONS	DATE

DWG. TITLE

SINGLE LINE DIAGRAM

DATE January 31, 2014
SCALE AS NOTED
DWN. JJR CHK.
PROJ. No. 330911
DWG. No.

ARC FLASH

Attachment B-2

Buffalo and Fort Erie
Public Bridge Authority
Willson Building Mechanical and Electrical Upgrades
& Façade Reconstruction

[redacted]

Feasibility Study Report

January 15, 2016

Prepared by:

Wendel Companies
375 Essjay Road, Suite 200
Williamsville, New York 14221

Prepared for:

CROSSING PATHS BUILDING FUTURES
THE PEACE BRIDGE

Buffalo and Fort Erie Public Bridge Authority
Peace Bridge Plaza
Buffalo, NY 14213-2494

DRAFT COPY

TITLE	SECTION
Project Overview	1
Building Systems Narratives	2
Probable Construction Cost Estimate **REDACTED (Removed)**	3
Concept Drawings	4

Project Overview

The Buffalo and Fort Erie Public Bridge Authority (PBA) retained Wendel to conduct a Feasibility Study of the proposed mechanical and electrical upgrades to the Willson Administration Building located on the PBA's U.S. Plaza. Additionally, PBA requested scope of the study include renovation of the existing public restrooms and lobby as well as reconstruction of the building façade to synchronize the design with the design of the Commercial Inspection Building, also located on the U.S. Plaza. The existing building consists of two (2) structures as follows:

1. The original Willson Administration building was constructed in 1955 as a one story steel frame building. An addition was added in 1968 to create a partial second story, which was then expanded in 1998. Multiple renovations have been made throughout the life of the building, with the most recent changes occurring in 2007.

2. The Customs & Immigration building is situated immediately south of the Willson Administration building and is connected by a set of double doors near the restrooms mentioned above. The structure was built in 1973 and includes enclosed space as well as a substantial canopy over a passenger bus lane. It is a single story steel frame building, with the steel framing for the bus canopy open on the underside. The canopy is connected to the main building structure and is supported by exposed steel columns with a cantilevered overhang to the east.

Wendel conducted an on-site walkthrough in October 2015 with PBA staff to review existing conditions and define a scope of work for the project. A subsequent review session was held in December 2015 to discuss proposed systems, modifications, and effect on operational procedures. This report reflects information discussed at these meetings and provides detail on the proposed scope of work and associated probable costs.

The initial scope of work included upgrades to the building mechanical and electrical systems. Improvements to the mechanical systems include replacing existing air handling units with updated ventilation requirements and energy recovery. Pump replacement will include replacement of existing circulator pumps with high efficiency, variable speed pumps. Boiler replacement will allow for code required separation of chiller and boiler systems along with better boiler control and higher efficiency. Fan coil unit replacement will replace units replace units nearing the end of their life expectancy.

The electrical scope of work will be to replace the old outdated switchboard, transformers, panelboards and emergency generator. In order to facilitate this a new electrical building will be constructed in the existing courtyard. The "Grasso" building will be removed and the equipment contained within will also be relocated to the new electrical building.

[redacted]

[redacted]

Building Systems Narratives

ARCHITECTURAL

Existing

Willson Administration Building:

The Willson Administration building was originally constructed in 1955 as a one story steel frame building. An addition was added in 1968 to create a partial second story, which was then expanded in 1998. Multiple renovations have been made throughout the life of the building, with the most recent changes occurring in 2007.

The exterior of the building is a combination of original stucco on masonry and EIFS designed to look similar to the original stucco. The most significant architectural feature is a two story stone-clad tower that is capped by a stainless steel lantern. A single story structure used by PBA personnel for traffic supervision is situated immediately to the east of the tower, with a connecting roof providing cover over the concrete walkway along the east side of the administration building. [redacted]

As currently configured, the first floor is divided into a large public area for secondary inspection for passenger vehicles and various non-public office and support space for Customs and Border Protection. A pair of public restrooms is positioned in the southwest corner of the building, although neither restroom is meets accessibility requirements of state or federal regulations. Public entry to the building is restricted to a door at the south part of the structure, commonly referred to as "Door #2." Multiple other entrances are scattered around the building, but are restricted via electronic access control. This includes a second public entrance at the northeast corner of the building for pedestrians and bicyclists, who must ring a buzzer to be let into a small space for customs inspection.

The second floor is restricted to CBP and PBA personnel, with offices, IT space, two conference rooms and a fitness room with nearby locker rooms. In addition to these regularly occupied spaces, each floor has areas reserved for mechanical and electrical systems. There is a 5'-0" crawlspace under the entire building, and a utility tunnel that extends from this crawlspace southwards to the adjacent Commercial Inspection building. A significant amount of electrical and mechanical systems are located in the crawlspace.

Customs & Immigration Building and Bus Canopy:

The Customs & Immigration building is situated immediately south of the Willson Administration building and is connected by a set of double doors near the restrooms mentioned above. The structure was built in 1973 and includes enclosed space as well as a substantial canopy over a passenger bus lane. It is a single story steel frame building, with the steel framing for the bus canopy open on the underside. The canopy is connected to the main building structure and is supported by exposed steel columns with a cantilevered overhang to the east.

The exterior of the building facing east, which is protected by the bus canopy, is stucco with a large portion of aluminum framed storefront system. The south façade is painted CMU, while a small portion of the east façade at the garage and the entire west facade are brick. These walls do not have any windows, in part due to the secure nature of spaces within the building.

Within the building, space is again divided into public and restricted areas. Similar to the Willson building, there is a larger waiting area for secondary inspection of passenger buses. The south portion

of the building is dedicated to offices and secure holding areas. At the south extreme of the structure there is an enclosed garage.

Proposed

Proposed construction is divided into three categories: Restrooms/Main lobby renovations, architectural renovations in support of mechanical and electrical building-wide system upgrades, and exterior façade reconstruction. Each of these is described in more detail below.

[redacted]

[redacted]

[redacted]

Mechanical and Electrical Upgrades:

This summary describes architectural work to be performed in support of mechanical and electrical system upgrades. These systems are described in greater detail in their respective individual sections of this report. Architectural modifications to the first floor mechanical room, currently located near the public restrooms, are mostly related to access to the room and circulation. The existing door to the room will be removed in conjunction with new restrooms layouts. A pair of exterior double doors will be added within one of the existing openings. This will also include addition of an exterior stair up to the current raised upper level of this room, approximately five feet above the first floor. Additionally, the existing ships ladder which provides access to the lower level of the room and crawlspace will be removed and replaced with a more gradual stair. Both stairs will be steel construction with metal grate treads and pipe railings.

Architecturally speaking, the existing second floor mechanical room will remain largely unchanged. However, existing offices to the west of this room will be converted into additional mechanical space. The existing wall dividing these two offices will be removed. A door will be added connecting this expanded space with the existing mechanical room. Additionally, the existing doors to these offices will be removed. One will be infilled to match existing wall construction, while the other will be replaced with a small vestibule to serve as a safety precaution in the event of a refrigerant leak. New York State building code will require the new mechanical space to have a 1-hour fire barrier rating. The existing 4-1/2" concrete floor inherently achieves this. The existing corridor walls do not currently meet this requirement, so one additional layer of 5/8" Type 'X' gypsum wall board will be added to each side. The vestibule doors noted previously will need to be fire rated in accordance with building code requirements. Modifications to the existing steel framing will take place at proposed second floor and roof mechanical equipment locations. Structural modifications include the addition of steel framing members and the reinforcement of existing steel framing. Finally, new floor drains will be added along

with areas of raised concrete curbs and epoxy floor coatings in order to provide protection from possible water damage from mechanical equipment.

As part of the proposed mechanical system upgrades, installation of new return and/or exhaust ductwork will require replacement of selected ceilings. For the most part, new ductwork will be routed along corridors in order to minimize impact on ceilings within individual rooms. Ceilings will generally be replaced with 2'x2' suspended acoustical ceiling tile systems. In certain areas, exposed spiral ductwork may be installed below existing ceilings where space permits.

The existing Grasso modular building located to the west of the main Willson Administration building will be removed. A new steel frame structure will be constructed in its place, measuring approximately 20'x20' and will extend from the existing stair tower northward. It should be noted that the stair tower is the southern one on this face of the building, and is not the glass-enclosed stair closer to the conference rooms. Metal stud walls will be constructed with plywood sheathing on the interior face to facilitate electrical equipment being located in this new space. The exterior cladding will be designed in conjunction with façade reconstruction, as described in the following section.

[redacted]

[redacted]

[redacted]

[redacted]

ELECTRICAL

Existing

Electric Service

The existing electrical service consists of a incoming 4160V feeder from the warehouse building. This feeder is terminated in a 4160V unit substation on the first floor the Wilson. This switchgear is original to the site and is no longer manufactured.

Distribution

The existing building power distribution system has several panelboards and transformers that are no longer manufactured and are beyond their useful life. There are also panelboards and transformers that are located in the crawl space of the Wilson. They are not easily accessible and are dangerous to work on because of the limited space. The vault under the roadway also contains outdated panels that should also be replaced as part of this project.

Proposed

Electric Service

The existing electrical service switchgear is no longer manufactured. The existing switchgear will be removed and replaced with new switchgear lineup. In order to facilitate the installation we recommend that a new electric room be constructed on the first floor behind the existing stair. In order to construct this room it will be necessary to remove the Grasso building which currently has and existing UPS, Generator and distribution panels. This equipment will be relocated to the new electric room.
The new equipment would be completely installed prior to switching over the existing loads. This will also require the replacement of the existing 5KV feeder through the tunnel to the Wilson Building 500KVA transformer. A new conduit will be run from the new electric room with new 5KV feeder to avoid prolonged shutdown of the existing facility. A new emergency generator will be installed to replace the existing generator

Distribution

Much of the existing electrical distribution equipment located in the Willson building is well beyond its useful life and should be replaced. Due to the age of this equipment it is unlikely that this equipment will operate as designed. Wendel would recommend replacing the older distribution equipment in this building. Refer to the drawings included in this report for more information.

MECHANICAL – HVAC

Existing

The existing Willson building mechanical system is a hot water and chilled water based system with fan coil units, cabinet unit heaters, finned radiation and air handling units.

Hot Water System
The existing hot water boilers are Lochinvar, and are were installed as part of the second floor addition in 1998. The boilers are stacked on top of each other and located in the existing second floor mechanical room. The existing mechanical room has two exits to the room however one exit is to the first floor roof and is not a means of egress. The existing glycol water system is supplied heat through a plate and frame heat from the hot water system. The glycol water system exclusively serves the heating coils on the building's two air handling units.

Chilled Water System
The chilled water system is provided by a roof mounted, air cooled chiller. A remote refrigerant chiller tube is also located in the existing second floor boiler room. An exhaust fan locate on the roof, and intake louver on the wall provide emergency exhaust of the refrigerant.

Air Handling Units
There are two air handlers, one is a sectional air handler located in the basement and supplies ventilation air to the first floor. The basement unit's supply air is distributed through ductwork in the crawl space and is supplied directly into the bottom of the first floor fan coil units. The crawl space and basement area only has one exit and could be defined as a confined space. The second air handler is located on the roof and servers the second floor. The second air handler ductwork is distributed through the second floor ceiling and distributed through ceiling diffusers. Neither air handler has energy recovery, although they do have coil bypasses. Both units have chilled water cooling coils and glycol water hot water coils with coil pumps.

Air pressurization control is achieved by multiple roof mounted exhaust fans, and do not provide energy recovery.

Fan Coil Units
The existing fan coil units were installed during two different projects. The second floor units and some of the first floor units were installed during the 1998 second floor addition. The remainder of the first floor fan coil units were installed during the first floor renovation project in 2007. The units are supplied via the dual temperature system which changes over the supply and return to the fan coil units between hot water and chilled water. The dual temperature system is zoned by floor and by the east and west sides of each floor. The first floor dual temperature change over piping and valves are located in the basement, while the second floor dual temperature change over piping and valves are located in the second floor mechanical room. The fan coil units are controlled with a two way valves.

Proposed

Air Handling Units
The proposed mechanical renovations start with replacing the air handling units. The AHU that serves the first floor will be removed from the basement and replaced with a unit that serves the first floor roof. The second floor AHU and associated roof curb will be replaced with a new unit, on a structurally adhered roof curb. Both AHU's will use glycol water heating coil and chilled water coil, with each coil using coil having a coil pump. The AHU's will supply 100% outdoor air and provide ventilation rates based upon ASHRAE 62.1-2007, and will have return air with a plate and frame energy recovery

section. The existing exhaust fans will be removed and return air ductwork will be provided in the ceiling spaces to return air to the AHU's. The existing second floor ventilation air ductwork in the ceiling will be replaced to provide the require ventilation air per ASHRAE.

Hot Water System

The existing hot water boilers are nearing the end of their life expectancy and so we propose replacing the boilers. Due to the New York State mechanical code requirements to separate refrigerant and fuel burning equipment, the replacement boilers and domestic water heater are not allowed in the same room. We propose converting the second floor offices directly to the west of the existing mechanical room into a new boiler room and keeping the existing chiller tube in the original mechanical room. Two Lochinvar 1,250,000 btu/h hot water boilers will replace the existing boilers. Two separate 400,000 btu/h boilers will replace the existing glycol loop heat exchanger to better modulate down and control the AHU's during summer dehumidification operation. The intent of the new boilers is to provide full visibility and control of the boilers. The new mechanical room will also have a new second floor domestic water heater tank. Boiler combustion air will be directly ducted through the wall into the boilers with vertical vent terminations through the roof. Hot water circulation pumps will be replaced with high efficiency Grundfos pumps with integral variable speed drives, programmable controllers. We are working with the utility company to provide financial incentives for replacing the existing pumps with high efficiency pumps. Back-up pumps will be provided where previously only one pump was installed. Existing hot water convectors, and cabinet unit heaters will remain.

Chilled Water System

The chilled water system will largely remain largely unchanged but Grundfos circulation pumps will be replaced with high efficiency pumps and back-up pumps will be provided. A refrigerant evacuation system will be provided based upon the required amount per the mechanical code.

Fan Coil Units

The fan coil units that were installed in the 1998 second floor addition are nearing the end of their life expectancy so we propose replacing those fan coil units. The fan coil units that were installed as part of the 2007 first floor renovation project are in better condition so we proposed those units remain. The replacement fan coil units will be provided with two-way control valve packages.

FIRE PROTECTION

Existing
There is currently no fire protection in the building.

Proposed
Fire protection will not be added to the building.

PLUMBING

Existing

[redacted]. The existing second floor domestic, gas-fired water heater will be removed from the future chiller room.

Proposed

[redacted] Existing first floor water heaters will remain in the basement mechanical room. A new tank type water heater and thermostatic mixing valve will be provided in the new second floor boiler room for the replacement of the existing second floor water heater.

[redacted]

Concept Drawings

HVAC ABBREVIATIONS

AAV	AUTOMATIC AIR VENT
AC	AIR COMPRESSOR
ACCU	AIR COOLED CONDENSING UNIT
ACS DR	ACCESS DOOR
ACS PNL	ACCESS PANEL
ACV	AUTOMATIC CONTROL VALVE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
ALUM	ALUMINUM
AS	AIR SEPARATOR
ASC	ABOVE SUSPENDED CEILING
AVG	AVERAGE
BAV	BALANCING VALVE
BB-E	BASEBOARD - ELECTRIC
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BFWP	BOILER FEED WATER PUMP
BHP	BRAKE HORSEPOWER
BV	BALL VALVE
CA	COMPRESSED AIR
CA	COMBUSTION AIR
CEB	CONCRETE EQUIPMENT BASE
CFM	CUBIC FEET PER MINUTE
CHKV	CHECK VALVE
CHWP	CHILLED WATER CIRCULATING PUMP
CIR	CAST IRON RADIATOR
COM	COMMON
CRP	CONDENSATE RETURN PUMP
CT	COOLING TOWER
CUH	CABINET UNIT HEATER
CUV	CLASSROOM UNIT VENTILATOR
CV	CONTROL VALVE
DB	DRY BULB
DCI	DUCT COVERING INSULATION
DLI	DUCT LINING INSULATION
DSS	DUCTLESS SPLIT SYSTEM AIR CONDITIONER
DX	DIRECT EXPANSION
EA	EXHAUST AIR
EAT	ENTERING AIR TEMPERATURE
EC	ELECTRICAL CONTRACTOR
EDR	EQUIVALENT DIRECT RADIATION
ET	EXPANSION TANK
EWT	ENTERING WATER TEMPERATURE
F	DEGREES FAHRENHEIT
FBO	FURNISHED BY OTHERS
FCU	FAN COIL UNIT
FFA	FROM FLOOR ABOVE
FFB	FROM FLOOR BELOW
FID	FIRE DAMPER
FSD	FIRE/SMOKE DAMPER
FTR	FINNED TUBE RADIATOR
FURN	FURNACE
GC	GENERAL CONTRACTOR
GLV	GLOBE VALVE
GPM	GALLONS PER MINUTE
GTV	GATE VALVE
GVTR	GAS VENT THROUGH ROOF
H	HUMIDIFIER
HC	HEATING COIL
HEX	HEAT EXCHANGER
HP	HORSEPOWER
HRU	HEAT RECOVERY UNIT
HSTAT	HUMIDISTAT
HV	HEATING AND VENTILATING UNIT
HWB	HOT WATER BOILER
HWCP	HOT WATER CIRCULATING PUMP
LAT	LEAVING AIR TEMPERATURE
LRI	LOUVERED ROOF INTAKE
LRV	LOUVERED ROOF VENT
LWT	LEAVING WATER TEMPERATURE
MAU	MAKE-UP AIR UNIT
MAV	MANUAL AIR VENT
MC	MECHANICAL CONTRACTOR
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
O	OPEN
OA	OUTSIDE AIR
OC	ON CENTER
OED	OPEN ENDED DUCT
PC	PLUMBING CONTRACTOR
PLV	PLUG VALVE
PRV	PRESSURE REDUCING VALVE
PTAC	PACKAGE TERMINAL AIR CONDITIONER
RA	RETURN AIR
RAF	RETURN AIR FAN
RH	RELATIVE HUMIDITY
RHC	REHEAT COIL
RLL	REFRIGERANT LIQUID LINE
RSL	REFRIGERANT SUCTION LINE
RTU	ROOF TOP UNIT
RV	ROOF VENT
SA	SUPPLY AIR
SD	SMOKE DAMPER
SF	SUPPLY FAN
SP	STATIC PRESSURE
STN	STRAINER
SUH	SUSPENDED UNIT HEATER
TFA	TO FLOOR ABOVE
TFB	TO FLOOR BELOW
UH	UNIT HEATER
UV	UNIT VENTILATOR
VAV	VARIABLE AIR VOLUME
VD	VOLUME DAMPER
VIB ISO	VIBRATION ISOLATOR
WB	WET BULB
WC	WATER COLUMN
WCHRU	WATER CHILLER
WIV	WATER INLET VALVE
WPD	WATER PRESSURE DROP

GENERAL NOTES

1. THIS LEGEND SHEET IS FOR THE HVAC CONTRACTOR REFERENCE ONLY. NOT ALL SYMBOLS AND/OR ABBREVIATIONS MAY APPLY TO THIS PARTICULAR PROJECT. ANY ADDITIONS OR OMISSIONS FROM THIS LEGEND SHEET DOES NOT IMPLY INCLUSION AND/OR EXCLUSION OF ANY PARTICULAR ITEM FROM THE PROJECT.
2. THE PLANS ARE DIAGRAMMATIC AND INDICATE ONLY THE SIZE AND GENERAL ARRANGEMENT OF PIPING AND EQUIPMENT. EXACT LOCATION OF ALL ELEMENTS SHALL BE DETERMINED AS WORK PROGRESSES, IN COOPERATION AND COORDINATION WITH THE WORK OF ALL OTHER TRADES. IT IS NOT INTENDED TO SHOW EVERY ITEM OF WORK OR MINOR PIECE OF EQUIPMENT, BUT THE CONTRACTOR SHALL FURNISH AND INSTALL WITHOUT ADDITIONAL REMUNERATION ANY COMPONENT NECESSARY TO COMPLETE THE SYSTEM IN ACCORDANCE WITH THE BEST PRACTICE OF THE TRADE.
3. ITEMS OF WORK OR EQUIPMENT SHOWN ON THE DRAWINGS ONLY, OR CALLED FOR IN THE SPECIFICATIONS ONLY, SHALL BE FURNISHED AND INSTALLED IN THE SAME MANNER AS IF THEY APPEARED ON BOTH THE DRAWINGS AND SPECIFICATIONS.
4. DRAWINGS DO NOT INDICATE ALL OFFSETS, CHANGES IN ELEVATIONS, ETC. WHICH MAY BE REQUIRED. THE CONTRACTOR SHALL MAKE SUCH CHANGES IN PIPING AND LOCATION OF EQUIPMENT, ETC. TO ACCOMMODATE WORK WITH THAT OF OTHER CONTRACTORS.
5. INSTALL EQUIPMENT, DUCTWORK, AND PIPING TO AVOID INTERFERENCE WITH THE OPERATION OR SERVICING AND MAINTENANCE OF EQUIPMENT.
6. HVAC CONTRACTOR IS RESPONSIBLE TO PROVIDE ACCESS PANELS AND DOORS WHERE THEY ARE NEEDED TO GAIN ACCESS TO CONCEALED EQUIPMENT.
7. ALL COSTS FOR CUTTING, PATCHING AND PAINTING OF EXISTING WALLS, CEILINGS AND FLOORS TO ACCOMMODATE THE INSTALLATION OF HVAC WORK SHALL BE THE RESPONSIBILITY OF THE HVAC CONTRACTOR UNLESS INDICATED OTHERWISE. MATERIALS FOR RESTORATION OF EXISTING SURFACES SHALL MATCH THE EXISTING MATERIALS.
8. PIPES AND/OR DUCTS PENETRATING FIRE WALLS AND FLOORS SHALL BE FIRESTOPPED AS SPECIFIED. REFER TO THE ARCHITECTURAL DRAWINGS FOR FIRE WALL AND FLOOR LOCATIONS.
9. ALL DUCT SIZES SHOWN ON DRAWINGS INDICATE CLEAR INSIDE DIMENSIONS.
10. ALL PHYSICAL ATTRIBUTES OF EQUIPMENT AND DEVICES ARE BASED ON THOSE MANUFACTURERS LISTED IN THE SPECIFICATIONS AND/OR THE EQUIPMENT SCHEDULES. THE RESPECTIVE CONTRACTORS ARE RESPONSIBLE FOR ALL CHANGES BROUGHT ABOUT BY USE OF ITEMS BY OTHER MANUFACTURERS. THE ARCHITECT/ENGINEER HAS RESERVED THE RIGHT TO REJECT ITEMS BY OTHER MANUFACTURERS IF THOSE ITEMS DO NOT MATCH THE PHYSICAL ATTRIBUTES OF THE MANUFACTURERS LISTED.
11. COMPLY WITH THE NEW YORK STATE BUILDING CODES, ASHRAE 90.1-2007, AND OTHER APPLICABLE CODES.

HVAC SYMBOLS - DUCTWORK

AIRFLOW - SUPPLY/OUTDOOR AIR

AIRFLOW - RETURN/EXHAUST AIR

12"x8" — RECTANGULAR DUCTWORK (FIRST NUMBER INDICATES VISIBLE DIMENSION)

12"Ø — ROUND DUCTWORK

12"x8" — FLAT OVAL DUCTWORK

12"x8"L — "L" INDICATES LINED DUCTWORK

FLEXIBLE DUCTWORK

RECTANGULAR CEILING DIFFUSER (ARROWS INDICATE DIRECTION OF THROW)

CIRCULAR CEILING DIFFUSER

RETURN/EXHAUST REGISTER OR GRILLE

LINEAR DIFFUSER

SIDEWALL DIFFUSER, REGISTER OR GRILLE

X / X (TYPE / CFM) — DIFFUSER, REGISTER OR GRILLE DESIGNATION
TYPE X INDICATES:
- CD - CEILING DIFFUSER
- LD - LINEAR DIFFUSER
- RCD - RECTANGULAR CEILING DIFFUSER
- EG - EXHAUST GRILLE
- ER - EXHAUST REGISTER
- RG - RETURN GRILLE
- RR - RETURN REGISTER
- TG - TRANSFER GRILLE)

RECTANGULAR/ROUND SUPPLY AIR DUCTWORK UP

RECTANGULAR/ROUND RETURN OR EXHAUST AIR DUCTWORK UP

RECTANGULAR/ROUND SUPPLY AIR DUCTWORK DOWN

RECTANGULAR/ROUND RETURN OR EXHAUST AIR DUCTWORK DOWN

RECTANGULAR ELBOW WITH TURNING VANES

VOLUME DAMPER

FI.D. — FIRE DAMPER

S.D. — SMOKE DAMPER

M — MOTOR OPERATED DAMPER

VAV X — VAV BOX (X INDICATES BOX DESIGNATION)

DUCT MOUNTED COIL

FLEXIBLE DUCT CONNECTION

S — SMOKE DETECTOR

X — DUCT MOUNTED SENSOR
X INDICATES:
- SP - STATIC PRESSURE
- T - TEMPERATURE
- H - HUMIDITY
- V - VELOCITY

T — WALL MOUNTED THERMOSTAT

T RS — WALL MOUNTED REMOTE SENSOR THERMOSTAT

S — WALL MOUNTED TEMPERATURE SENSOR

H — WALL MOUNTED HUMIDISTAT

HVAC SYMBOLS - PIPING DESIGNATIONS

EXISTING PIPING (REFER TO DESIGNATIONS BELOW FOR TYPE)

PIPING TO BE REMOVED (REFER TO DESIGNATIONS BELOW FOR TYPE)

BBD	BOILER BLOWDOWN
CR	CONDENSATE RETURN
D	DRAIN
FW	FEEDWATER
HWS	HOT WATER SUPPLY
HWR	HOT WATER RETURN
LPS	LOW PRESSURE STEAM
MU	MAKE-UP WATER
PD	PUMPED DISCHARGE
RL	REFRIGERANT - LIQUID
RS	REFRIGERANT - SUCTION
CHWS	CHILLED WATER SUPPLY
CHWR	CHILLED WATER RETURN
CWS	CONDENSER WATER SUPPLY
CWR	CONDENSER WATER RETURN

POINT OF CONNECTION

HVAC SYMBOLS - VALVES & SPECIALTIES

SHUT-OFF VALVE (GATE, BALL, ETC.)

BALANCING VALVE (X INDICATES GPM)

TWO-WAY AUTOMATIC CONTROL VALVE

THREE-WAY AUTOMATIC CONTROL VALVE

CHECK VALVE

STRAINER

GLOBE VALVE

PRESSURE REDUCING VALVE

LOCKING VALVE

TRIPLE DUTY VALVE

F — FLOW CONTROL VALVE

X — RELIEF VALVE (X INDICATES T - TEMPERATURE, P - PRESSURE, PT - COMBINATION PRESS/TEMP)

STEAM TRAP (X INDICATES T - THERMOSTATIC, FT - FLOAT AND THERMOSTATIC, IB - INVERTED BUCKET)

BRANCH CONNECTION - BOTTOM

BRANCH CONNECTION - TOP

ELBOW - TURNED DOWN

ELBOW - TURNED UP

CAP

FLEXIBLE CONNECTOR

DIRECTION OF FLOW

P — DIRECTION OF DOWNWARD PITCH

X — SENSOR/SWITCH (X INDICATES P - PRESSURE, T - TEMPERATURE, F - FLOW)

X — GAUGE (X INDICATES T - TEMPERATURE, P - PRESSURE, F - FLOW)

PT — PRESSURE/TEMPERATURE TAP

CIRCULATING PUMP

UNION

PIPE GUIDE (PG)

PIPE ANCHOR (PA)

REDUCER

HVAC SYMBOLS - CONTROLS

DAMPER ACTUATOR

OPPOSED BLADE DAMPER

TS — AVERAGING TEMPERATURE SENSOR

TS — FREEZESTAT

TS — PROBE TYPE TEMPERATURE SENSOR

SD — SMOKE DETECTOR

HS — HUMIDITY SENSOR

MOTOR STARTER

H C — HEATING COIL

C C — COOLING COIL

DX C — DIRECT EXPANSION REFRIGERANT COIL

FIRE DAMPER

ELEC/PNEU TRANSDUCER

T — SPACE THERMOSTAT

S — SPACE TEMPERATURE SENSOR

STATIC PRESSURE SENSOR

ROOM DIFFERENTIAL PRESSURE SENSOR

TRANSFORMER

CIRCULATING PUMP

FAN

CROSSING PATHS BUILDING FUTURES
THE PEACE BRIDGE

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

1 Peace Bridge Plaza,
Buffalo, New York 14213

WILLSON ADMINISTRATION BUILDING

SCHEMATIC DESIGN

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NO.	BY	REVISIONS	DATE

DWG. TITLE

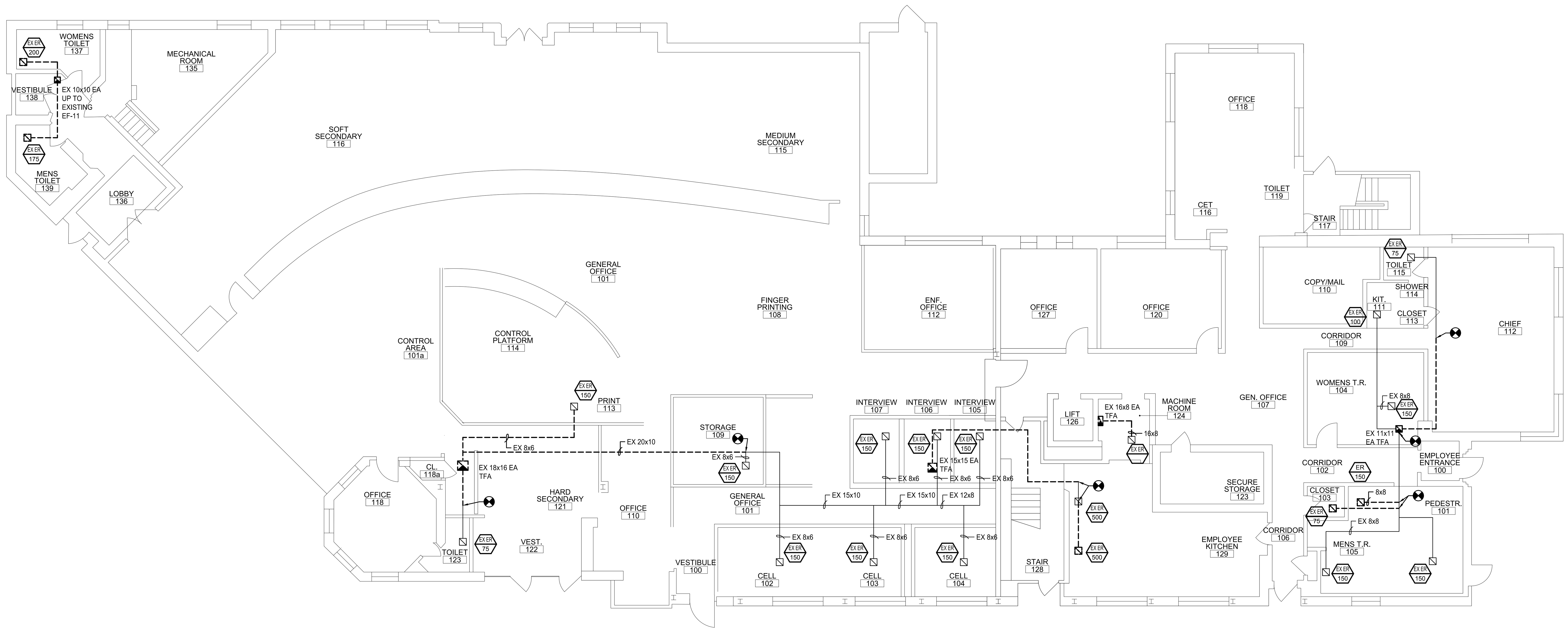
HVAC SYMBOLS, NOTES, ABBREVIATIONS

DATE	01/15/16		
SCALE	AS NOTED		
DWN.	GMM	CHK.	JTW
PROJ. No.	330921		

DWG. No.

H001

01-14-2016 GMM P:\330921 WILSON BLDG MECH ROOM EXP\16. CAD\DWG\HVAC\COMPOSITE\H001.DWG



1 PARTIAL FIRST FLOOR HVAC DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

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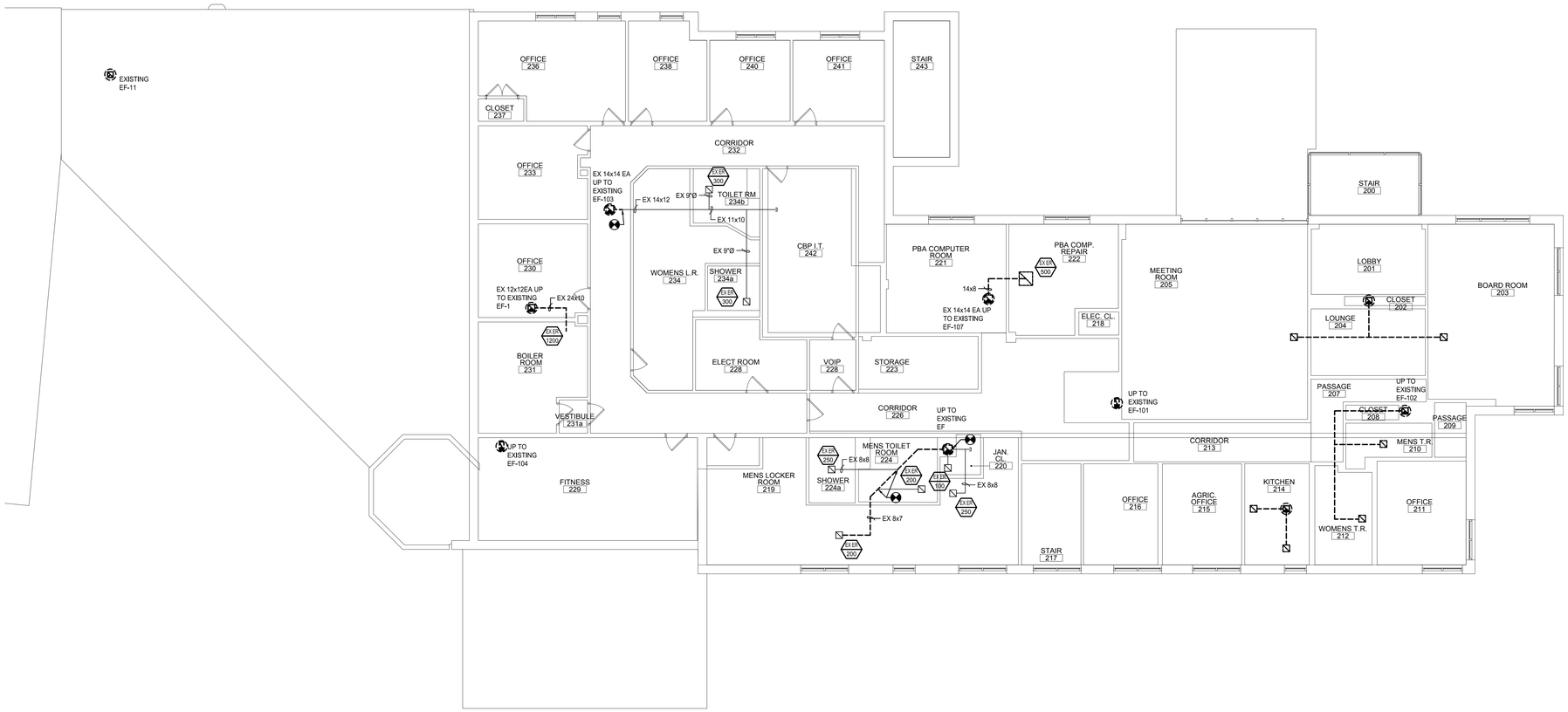
PROJ. No.	330921		
DWG. No.			

HD101

01-14-2016 GMM P:\330921 WILSON BLDG MECH ROOM EXP\16. CAD\DWG\HVAC\COMPOSITE\HD101.DWG



1 PARTIAL SECOND FLOOR HVAC DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

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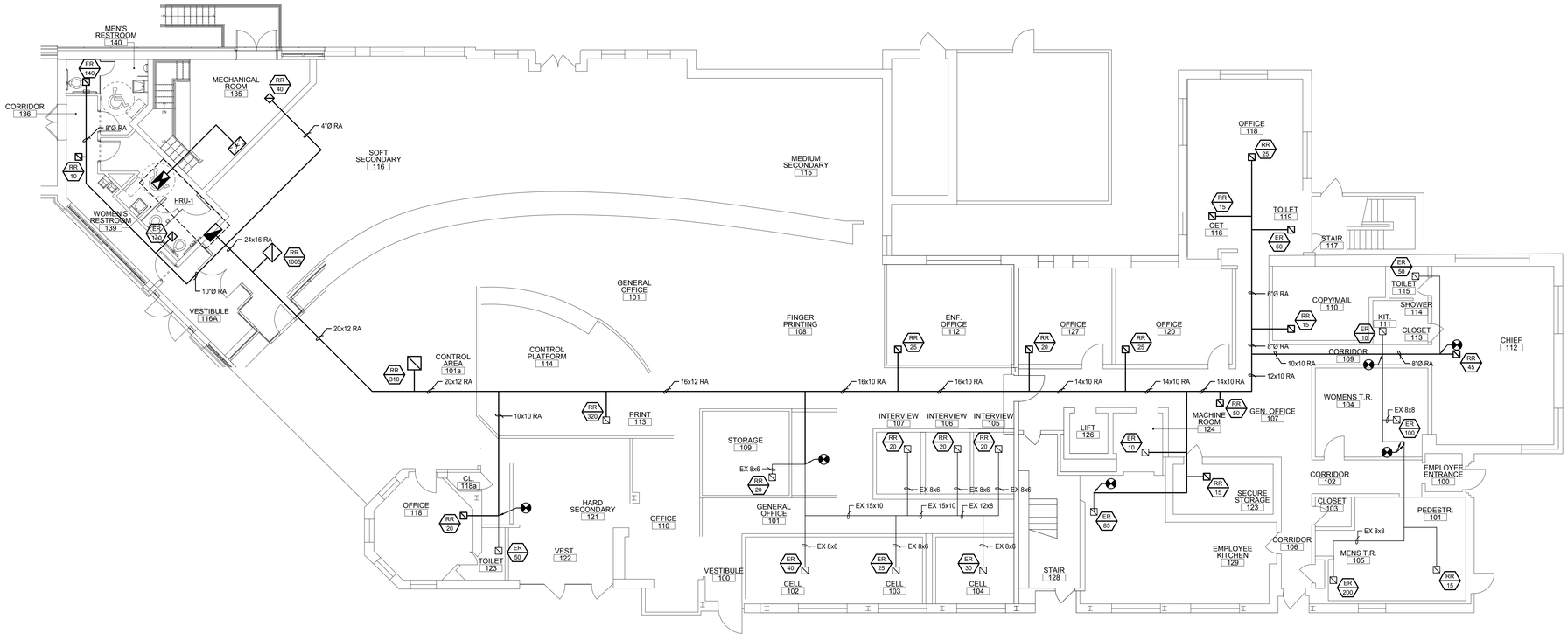
PROJ. No.	330921		
DWG. No.			

HD102

D:\A2K\Projects\330921 WILLSON BLDG MECH ROOM EXPS_CAD\DWG\MAC\DWG\HD102.DWG 01/15/2016 GMM



1 PARTIAL FIRST FLOOR HVAC PLAN
SCALE: 1/8" = 1'-0"

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PROJ. No.	330921		

DWG. No.

H101

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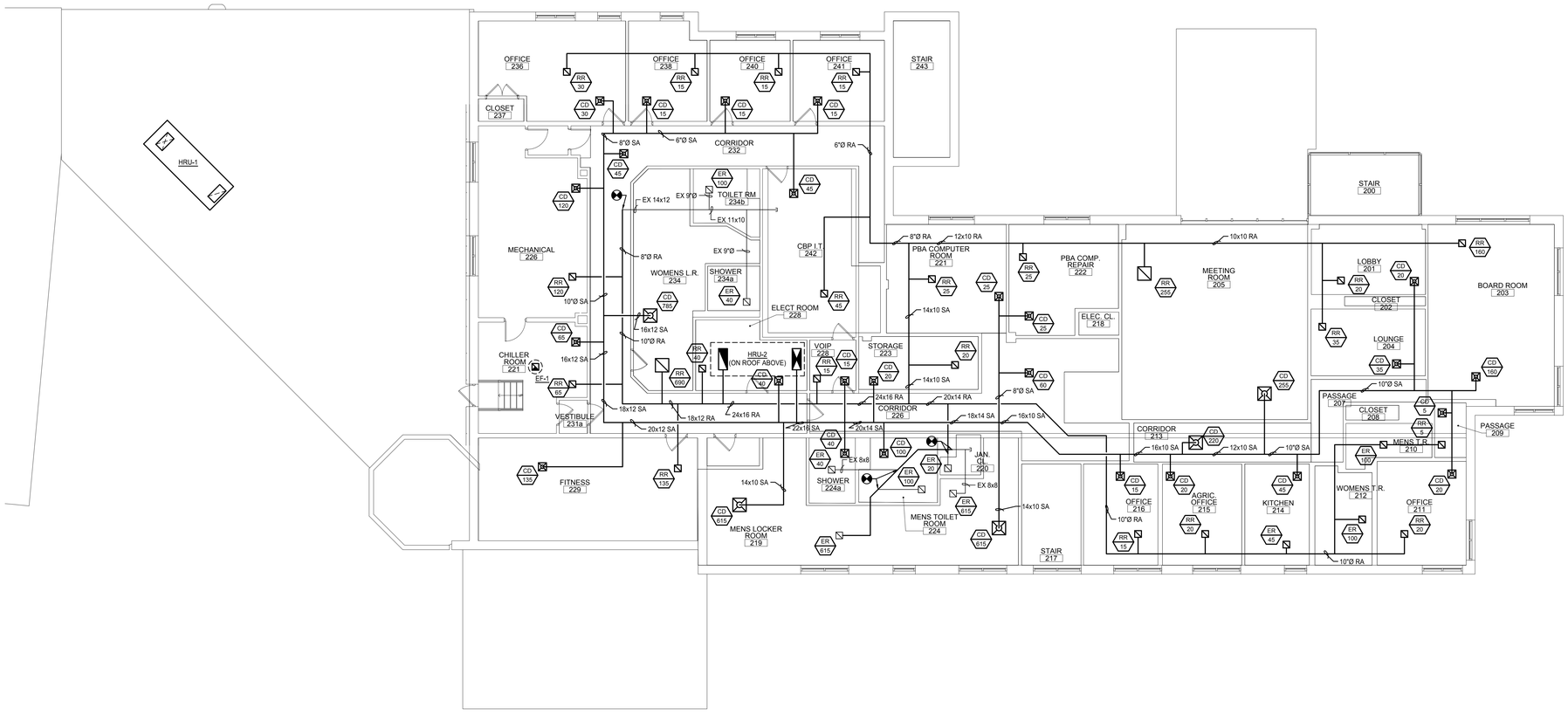

1 PARTIAL SECOND FLOOR HVAC PLAN
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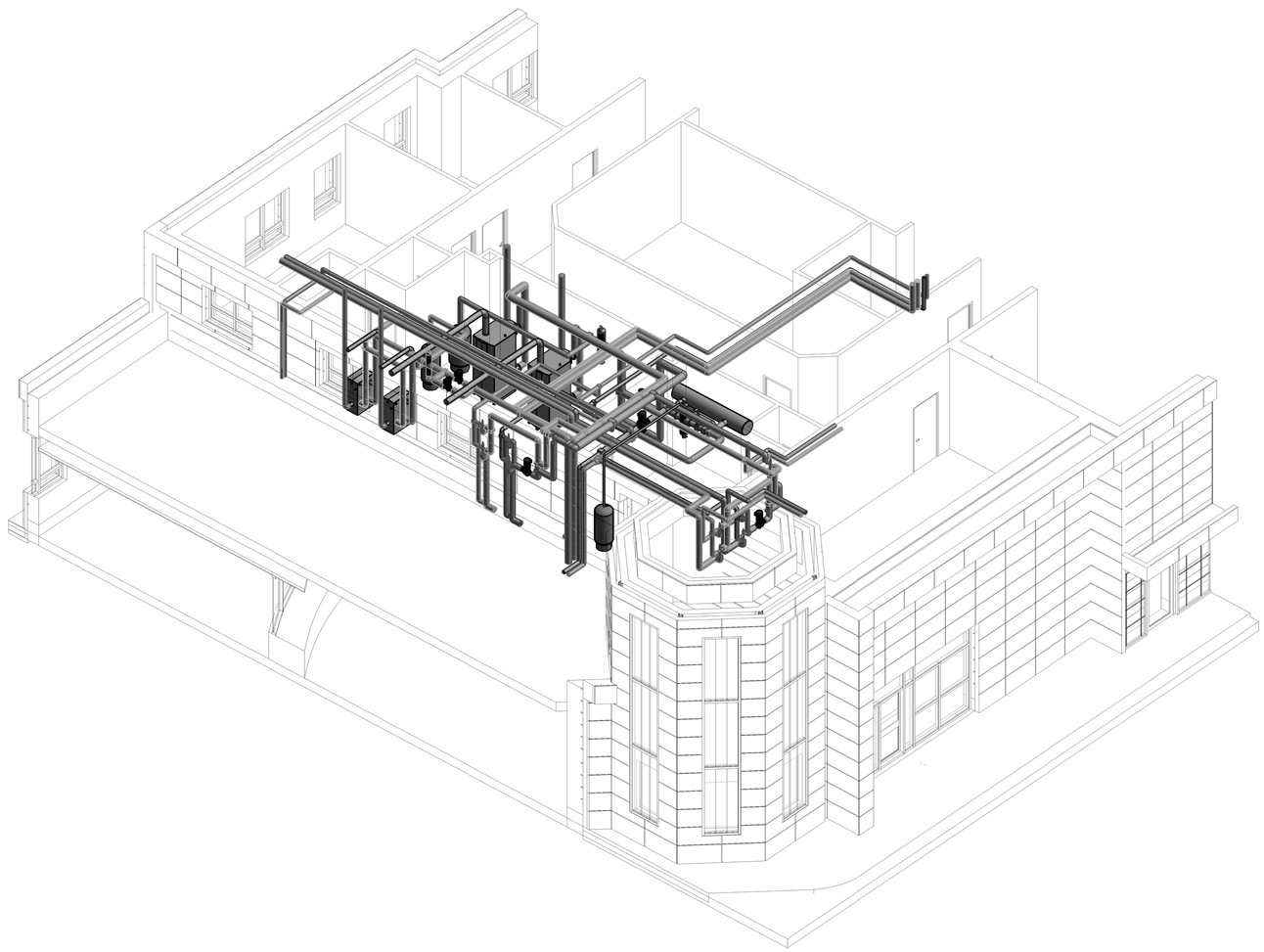
PROJ. No.	330921		

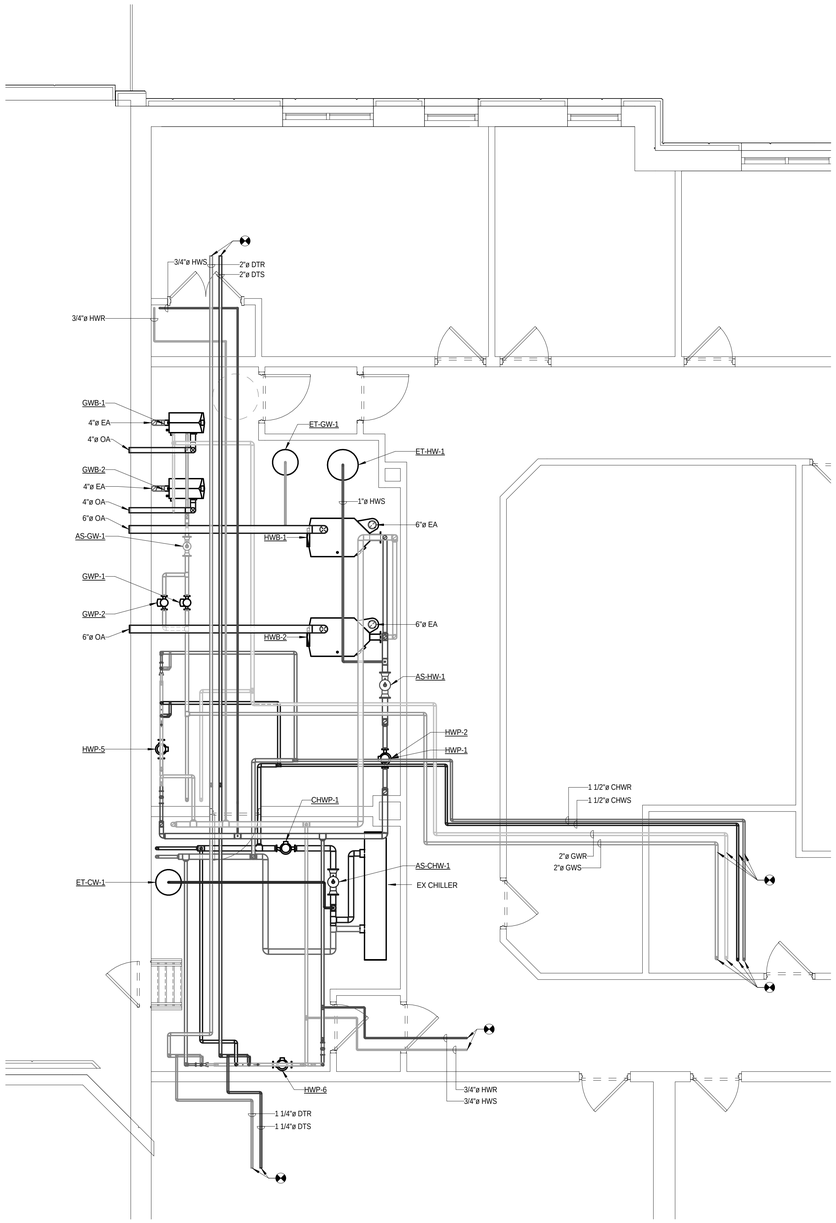
DWG. No.

H102

01/15/2016 GMM P:\330921 WILSON BLDG MECH MODULE\FY16_CAD\DWG\HVAC\COMPOSITE\H102.DWG



2 PARTIAL SECOND FLOOR MECHANICAL ROOM ISOMETRIC



1 PARTIAL SECOND FLOOR MECHANICAL ROOM PLAN
1/4" = 1'-0"

CROSSING PATHS ★ BUILDING FUTURES
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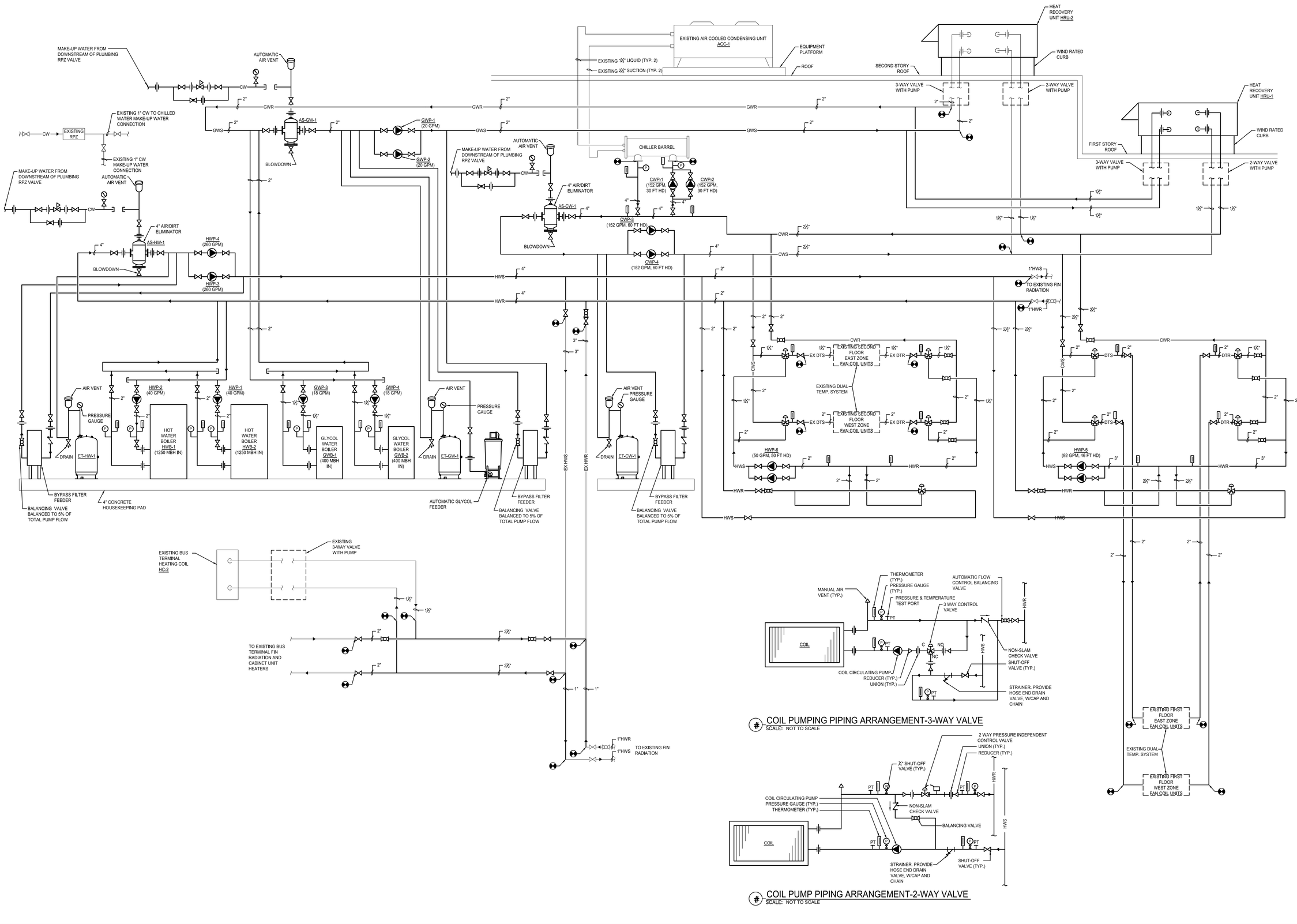
NO.	BY	REVISIONS	DATE

DWG. TITLE

ENLARGED MECHANICAL ROOM PLANS

DATE	01/15/16
SCALE	1/4" = 1'-0"
DWN.	GMM
CHK.	JTW
PROJ. No.	330921
DWG. No.	

H201



COIL PUMPING PIPING ARRANGEMENT-3-WAY VALVE

SCALE: NOT TO SCALE

COIL PUMP PIPING ARRANGEMENT-2-WAY VALVE

SCALE: NOT TO SCALE

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NO.	BY	REVISIONS	DATE

DWG. TITLE

HYDRONIC SYSTEM SCHEMATIC

DATE	01/15/16		
SCALE	AS NOTED		
DWN.	GMM	CHK.	JTW
PROJ. No.	330921		

DWG. No.

H501

D:\A-PW_ GMM P:\330921 WILSON BLDG MECH ROOM LAYOUT A_CADWORK\MECHCOMP330921.DWG

SYMBOLS & ABBREVIATIONS SCHEDULE

RECEPTACLES

LP2,12 — DUPLEX RECEPTACLE OUTLET, 18" A.F.F., 20AMP COMMERCIAL GRADE GROUNDING TYPE WITH MATCHING COVERPLATE. TAG INDICATES PANELBOARD & BRANCH CIRCUIT THAT IT IS CONNECTED TO.

LP2,12 — GFCI RECEPTACLE OUTLET, 18" A.F.F., 20AMP COMMERCIAL GRADE GROUNDING TYPE WITH MATCHING COVERPLATE. TAG INDICATES PANELBOARD & BRANCH CIRCUIT THAT IT IS CONNECTED TO.

LP2,12 — INDICATES (2) 20 AMP, COMMERCIAL GRADE RECEPTACLES IN 2-GANG BOX UNDER A COMMON MATCHING COVERPLATE. RECEPTACLES SHALL BE GROUNDING TYPE. TAG INDICATES PANELBOARD & BRANCH CIRCUIT THAT IT IS CONNECTED TO.

LP2,10,12 — RANGE OR DRYER OUTLET VERIFY RECEPTACLE NEMA CONFIGURATION, RATING & INSTALLATION HEIGHT WITH SELECTED EQUIPMENT SUPPLIER. TAG INDICATES PANELBOARD & BRANCH CIRCUIT THAT IT IS CONNECTED TO. COVER PLATES SHALL BE STAINLESS STEEL.

LP2,12 — SPECIAL PURPOSE RECEPTACLE AS CALLED FOR ON DRAWINGS OR AS REQUIRED BY EQUIPMENT MANUFACTURER. VERIFY NEMA CONFIGURATION. TAG INDICATES PANELBOARD & BRANCH CIRCUIT THAT IT IS CONNECTED TO.

LP2,12 — FLOOR MOUNTED RECEPTACLE AS CALLED FOR ON DRAWINGS OR AS REQUIRED BY EQUIPMENT MANUFACTURER, UNLESS OTHERWISE NOTED, PROVIDE RECESSED IN CONCRETE WITH A METAL COVER. TAG INDICATES PANELBOARD & BRANCH CIRCUIT THAT IT IS CONNECTED TO.

SURFACE MOUNTED WIREMOLD TYPE RACEWAY. PROVIDE LENGTH AS INDICATED ON DRAWINGS WITH A MANUFACTURER STANDARD OUTLET SPACING.

POWER

WALL MOUNTED JUNCTION BOX, SIZE AS INDICATED OR PROVIDE MINIMUM SIZE REQUIRED BY LATEST EDITION OF NATIONAL ELECTRICAL CODE (NFPA 70-NEC).

CEILING MOUNTED JUNCTION BOX, SIZE AS INDICATED OR PROVIDE MINIMUM SIZE REQUIRED BY LATEST EDITION OF NATIONAL ELECTRICAL CODE (NFPA 70-NEC).

PROVIDE COMPLETE ELECTRICAL CONNECTION TO EQUIPMENT INDICATED (INCLUDING DISCONNECT, CONDUCTORS, RACEWAY, & OTHER REQUIRED HARDWARE. XX-X INDICATES EQUIPMENT TAG. REFER TO MECHANICAL EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.

EMERGENCY POWER OFF BUTTON (EPO). PROVIDE WHERE INDICATED ON DRAWINGS. PROVIDE ALL REQUIRED INTERFACES AS CALLED FOR ON DRAWINGS OR REQUIRED BY EQUIPMENT MANUFACTURER.

TYPICAL WALL — ELECTRICAL PANELBOARD, SURFACE MOUNTED. UNLESS OTHERWISE NOTED, INSTALL AT 72" A.F.F. TO THE TOP OF THE BOX.

TYPICAL WALL — ELECTRICAL PANELBOARD, FLUSH MOUNTED. UNLESS OTHERWISE NOTED, INSTALL AT 72" A.F.F. TO THE TOP OF THE BOX.

ELECTRICAL PIECE OF EQUIPMENT. REFER TO DRAWINGS FOR ADDITIONAL INFORMATION.

PROVIDE COMPLETE ELECTRICAL CONNECTION TO MOTOR INDICATED (INCLUDING DISCONNECT, STARTER, CONDUCTORS, RACEWAY, & OTHER REQUIRED HARDWARE. XX-X INDICATES EQUIPMENT TAG. REFER TO MECHANICAL EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.

LOCKABLE DISCONNECT SWITCH, INSTALL WHERE SHOWN ON DRAWINGS. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.

LOCKABLE COMBINATION FVNR MOTOR STARTER. PROVIDE H-O-A SELECTOR SWITCH, GREEN RUN LIGHT, & CONTROL TRANSFORMER. ALSO PROVIDE 1 N.O. AND 1 N.C. CONTACT.

FVNR MOTOR STARTER. PROVIDE H-O-A SELECTOR SWITCH, GREEN RUN LIGHT & CONTROL TRANSFORMER. ALSO PROVIDE 1 N.O. AND 1 N.C. CONTACT.

VFD — VARIABLE-FREQUENCY DRIVE. REFER TO EQUIPMENT SCHEDULE FOR ADDITIONAL INFORMATION.

REMOVAL (TYPICAL FOR ALL DEVICES)

XXXcd — TYPICAL FIRE ALARM SYSTEM DEVICE SCHEDULED FOR REMOVAL. DISCONNECT & REMOVE ALL ASSOCIATED ELECTRICAL WORK AS INDICATED ON CONTRACT DOCUMENTS. REINSTALL AS REQUIRED

DXXXS — TYPICAL LUMINAIRE SCHEDULED FOR REMOVAL. REFER TO LUMINAIRE SCHEDULE FOR ADDITIONAL INFORMATION.

REMOVAL NOTES:
NOT ALL DEVICES SCHEDULED FOR REMOVAL ARE SHOWN ON THIS SCHEDULE. ALL DEVICES TO BE REMOVED ARE MARKED WITH THE SAME LINETYPE & LINE WEIGHT AS SYMBOLS ABOVE. REFER TO DEMOLITION PLANS FOR ADDITIONAL INFORMATION.

EXISTING TO REMAIN (TYPICAL FOR ALL DEVICES)

(ETR) XXXcd (ETR) — TYPICAL FIRE ALARM SYSTEM DEVICE EXISTING TO REMAIN IN PLACE.

(ETR) (ETR) (ETR) DXXXS (ETR) — EXISTING LUMINAIRE SCHEDULED TO REMAIN IN PLACE. REFER TO LUMINAIRE SCHEDULE FOR ADDITIONAL INFORMATION.

EXISTING TO REMAIN NOTES:
NOT ALL EXISTING DEVICES SCHEDULED TO REMAIN ARE SHOWN ON THIS SCHEDULE. ALL DEVICES SCHEDULED TO REMAIN ARE MARKED WITH THE SAME LINETYPE & LINE WEIGHT AS SYMBOLS ABOVE. REFER TO FLOOR PLAN DRAWINGS FOR ADDITIONAL INFORMATION.

GENERAL NOTES: (FOR ALL DRAWINGS)

A. THE DRAWINGS ARE DIAGRAMMATIC & INDICATE GENERALLY THE LOCATIONS OF THE MATERIAL & EQUIPMENT. THESE DRAWINGS SHALL BE FOLLOWED AS CLOSELY AS POSSIBLE.

B. MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR PROPER INSTALLATION & OPERATION, SHALL BE INCLUDED IN THE CONTRACTOR'S BID, THE SAME AS IF HEREIN SPECIFIED OR SHOWN.

C. ALL MATERIAL & INSTALLATION SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE NATIONAL ELECTRIC CODE, LATEST EDITION OF LOCAL CODES, & ORDINANCES.

D. ALL CONDUITS ON EXPOSED WORK SHALL BE RUN AT RIGHT ANGLES TO, & PARALLEL WITH, THE SURROUNDING WALL & SHALL CONFORM TO THE FORM OF THE CEILING. NO DIAGONAL RUNS WILL BE ALLOWED. BENDS IN PARALLEL CONDUIT RUNS SHALL BE CONCENTRIC. ALL CONDUIT SHALL RUN PERFECTLY STRAIGHT & TRUE.

E. ALL CONDUIT RUNS ARE TO BE CONCEALED IN WALLS, CEILINGS, OR IN THE SLAB. CONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION DURING BUILDING CONSTRUCTION WITH OTHER TRADES. RUN SURFACE RACEWAY ONLY WHERE CALLED FOR OR SHOWN ON THE DRAWINGS. EXPOSED CONDUIT SHALL ONLY BE INSTALLED WHERE MEANS OF CONCEALING DOES NOT EXIST. CONTRACTOR IS TO NOTIFY ENGINEER & GET OWNERS APPROVAL PRIOR TO RUNNING EXPOSED CONDUITS.

F. RECEPTACLE & LIGHT FIXTURE CIRCUITS SHALL BE IN E.M.T. CONDUIT. A MAXIMUM OF (3) CIRCUITS CAN BE GROUPED TOGETHER IN A HOMERUN CONDUIT. EACH CIRCUIT SHALL HAVE SEPARATE NEUTRAL, GROUPING OF NEUTRALS SHALL NOT BE ACCEPTABLE. EACH CIRCUIT SHALL ALSO HAVE A GROUND WIRE SIZED PER NEC. USING CONDUIT, OR MC CABLE AS GROUND PATH SHALL NOT BE ACCEPTABLE. CABLE MUST BE SUPPORTED PER NEC, GROUPING OF GROUND WIRES ((1) GROUND PER (3) CIRCUITS) IS ACCEPTABLE. MAXIMUM 6' LENGTH OF MC CABLE ALLOWED FOR A WHIP CONNECTION TO LUMINAIRE ONLY.

G. COORDINATE ALL LUMINAIRE & CEILING MOUNTED EQUIPMENT LOCATIONS & MOUNTING HARDWARE WITH ARCHITECTURAL CEILING PLANS PRIOR TO CONSTRUCTION.

H. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED COSTS FOR SEALING ALL PENETRATIONS THROUGH FIRE & SMOKE WALLS USING UL APPROVED SEALANT & METHODS.

I. ALL COMMUNICATIONS OUTLET LOCATIONS ARE DIAGRAMMATIC & MUST BE FIELD VERIFIED WITH OWNER'S FURNITURE LOCATIONS PRIOR TO CONSTRUCTION. NO EXTRA COMPENSATION WILL BE GIVEN FOR FAILURE TO VERIFY EXACT LOCATION PRIOR TO CONSTRUCTION.

J. PROVIDE ALL NEW RACEWAYS UNLESS OTHERWISE NOTED. I.ISE SURFACE RACEWAY ONLY WHERE INDICATED ON THE PLANS. IF CONTRACTOR INTENDS TO UTILIZE SURFACE RACEWAY IN AREAS OTHER THOSE INDICATED ON PLANS, PRIOR APPROVAL IS REQUIRED FROM ENGINEER & OWNER.

K. CONTRACTOR MAY REUSE EXISTING CONCEALED CONDUIT UNLESS OTHERWISE NOTED ON THE PLANS.

L. CONTRACTOR SHALL PROVIDE INFORMATION LABELS ON ALL RECEPTACLES, PANELBOARDS, JUNCTION BOXES, WALL SWITCHES, & DISCONNECT SWITCHES. LABELS SHALL BE PHENALIC TYPE WITH BLACK BACKGROUND & WHITE ENGRAVED LETTERING. LABEL SHALL INDICATED CIRCUIT/FEEDER SOURCE & EQUIPMENT ID NAME.

ABBREVIATIONS

WP	INDICATES WEATHERPROOF DEVICE OR EQUIPMENT
WG	INDICATES DEVICE SHALL HAVE WIRE GUARD PROTECTION
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
(ETR)	EXISTING EQUIPMENT SHALL REMAIN IN PLACE
OC	OVER COUNTER (INSTALL 6" ABOVE COUNTER HEIGHT)
UC	UNDER COUNTER (INSTALL 6" BELOW THE BOTTOM OF COUNTER)
VNAC	VISUAL NOTIFICATION APPLIANCE CIRCUIT
ANAC	AUDIO NOTIFICATION APPLIANCE CIRCUIT
SLC	SIGNALING LINE CIRCUIT
ATS	AUTOMATIC TRANFER SWITCH
HP	HORSEPOWER
KW	KILOWATT
VFD	VARIABLE FREQUENCY DRIVE

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NO.	BY	REVISIONS	DATE

DWG. TITLE

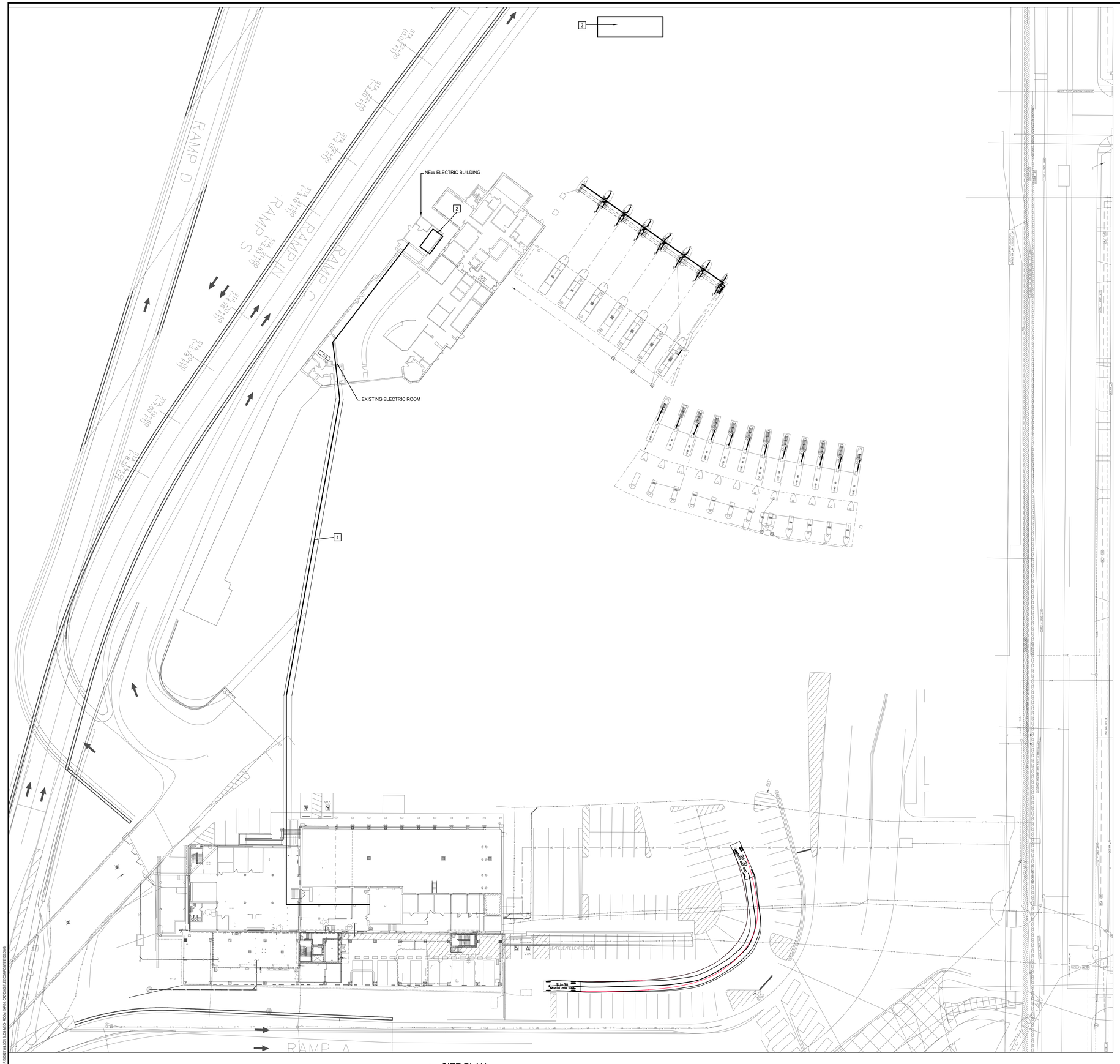
SYMBOLS, ABBREVIATIONS & NOTES SCHEDULE

DATE	01/15/16
SCALE	AS NOTED
DWN.	VB
CHK.	JJR
PROJ. No.	330921

DWG. No.

E001

01/15/2016 J:\P-330921\PW BLDG PLEX MECH\ACAD\ELEC\PLAN\E001.DWG



1 SITE PLAN
SCALE: 1"=30'-0"

CONSTRUCTION NOTES:

1. NEW 5KV FEEDER TO NEW ELECTRIC ROOM.
2. EXISTING GRASSO BUILDING TO BE REMOVED. RELOCATED UPS, PANELS AND GENERATOR TO NEW ELECTRIC BUILDING.
3. REPLACE (2) EXISTING PANELS, DISCONNECT SWITCHES AND TRANSFORMER IN VAULT UNDER BRIDGE

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DWG. TITLE

SITE PLAN

DATE	01/15/16
SCALE	AS NOTED
DWN.	VB
CHK.	JJR
PROJ. No.	330921

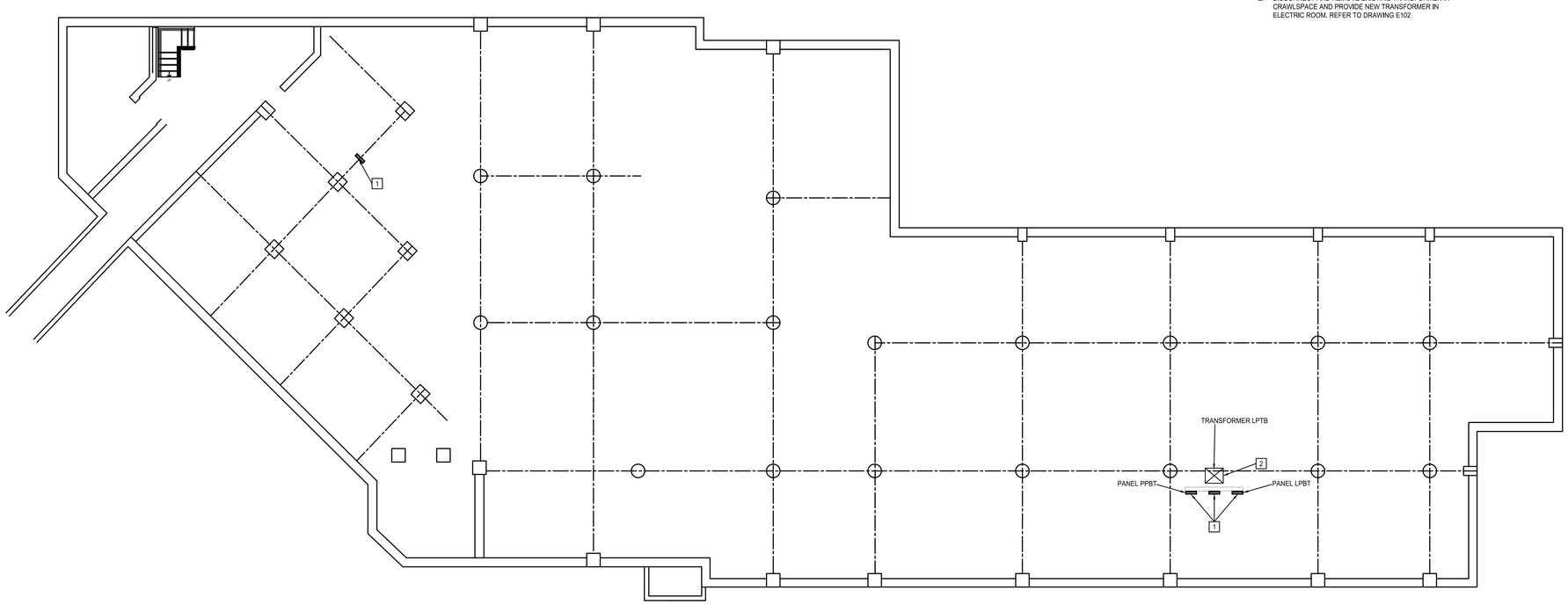
DWG. No.

E100

2/1/2016 JJR P:\330921 WB BCNA BLDG MECH ROOM UPG\4 - CAD\WIDGS\E100 COMPOSITE 11X17.DWG

X CONSTRUCTION NOTES:

1. DISCONNECT AND REMOVE EXISTING PANELBOARDS IN CRAWLSPACE AND RELOCATE CIRCUIT TO NEW PANELS IN ELECTRIC ROOM. REFER TO DRAWING E102.
2. DISCONNECT AND REMOVE EXISTING TRANSFORMER IN CRAWLSPACE AND PROVIDE NEW TRANSFORMER IN ELECTRIC ROOM. REFER TO DRAWING E102



1 CRAWL SPACE PLAN
SCALE: 1/8"=1'-0"

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DWG. TITLE

CRAWL SPACE PLAN

DATE	01/15/16
SCALE	AS NOTED
DWN.	VB
CHK.	JJR
PROJ. No.	330921

DWG. No.

E101

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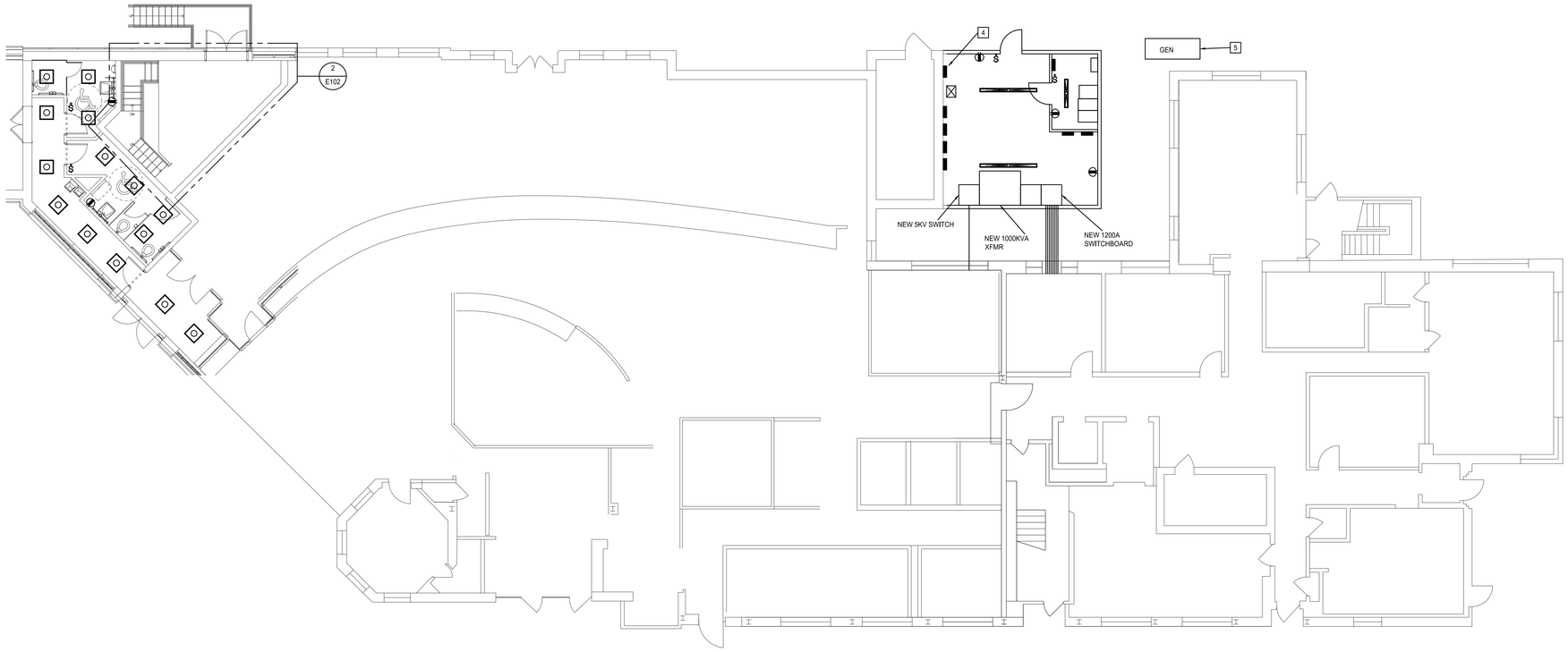
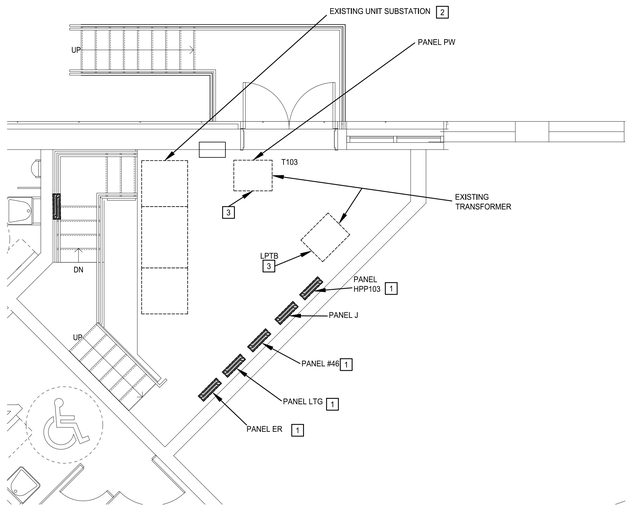


1 FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



2 ENLARGED ELECTRICAL ROOM PLAN
SCALE: 1/4"=1'-0"

CONSTRUCTION NOTES:

1. DISCONNECT EXISTING PANEL AND REPLACE WITH NEW PANEL IN SAME LOCATION.
2. DISCONNECT AND REMOVE EXISTING UNIT IN SUBSTATION .
3. DISCONNECT EXISTING TRANSFORMER AND REPLACE WITH NEW TRANSFORMER IN SAME LOCATION.
4. NEW ELECTRICAL ROOM WITH PANELS AND TRANSFORMER RELOCATED FROM CRAWLSPACE. RELOCATE GRASSO BUILDING UPS AND PANELS TO THIS ROOM.
5. NEW OUTDOOR EMERGENCY GENERATOR TO REPLACE EXISTING GENERATOR IN GRASSO BUILDING.

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DWG. TITLE

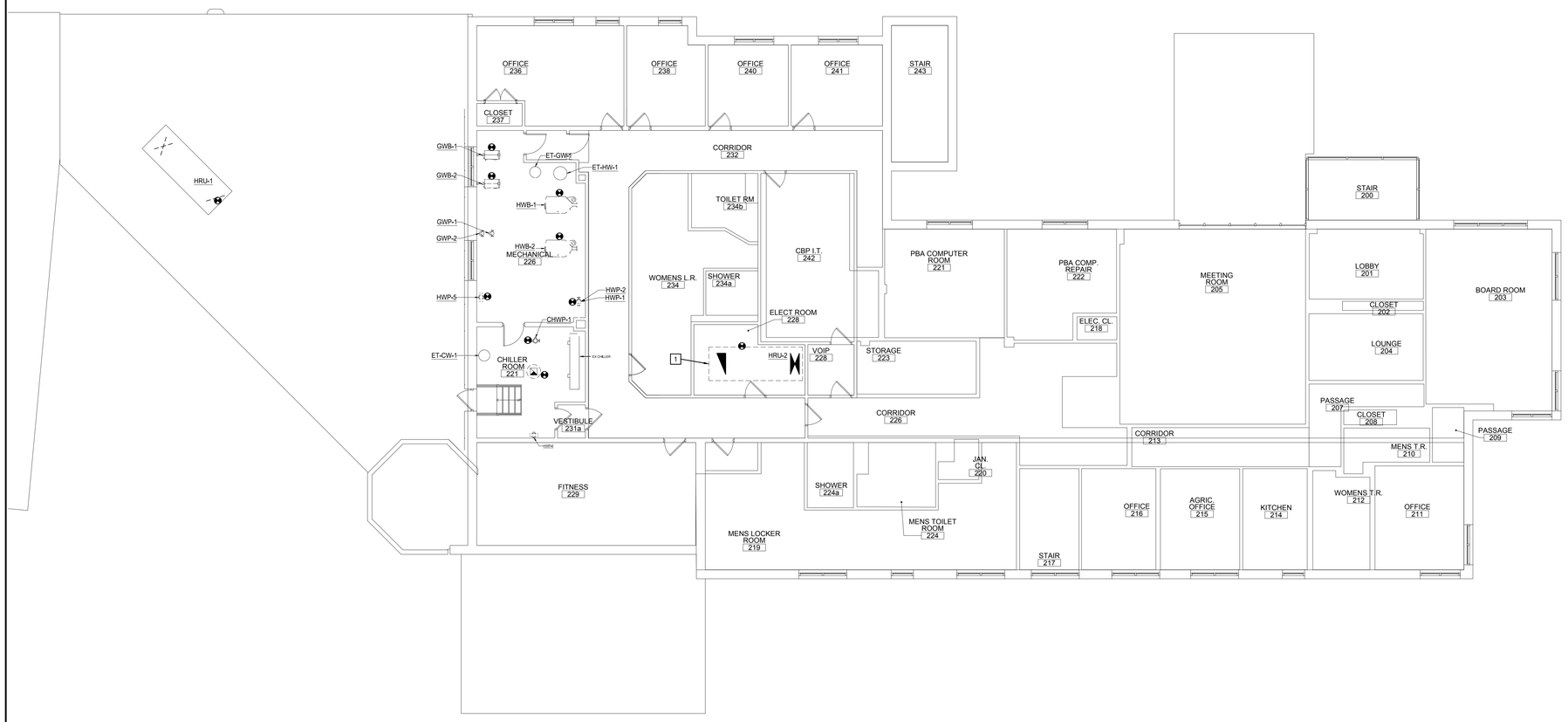
FIRST FLOOR PLAN

DATE	01/15/16
SCALE	AS NOTED
DWN.	VB
CHK.	JJR
PROJ. No	330921

DWG. No.

E102

PLOTTED: 1/15/2016 JJR R:\330921-WILSON BLDG\MEP\CHICKA'S REPAIR_LAZAR\WILSON ELECCOMPOSITE 15.DWG



CONSTRUCTION NOTES:

1. PROVIDE ELECTRICAL CONNECTION TO MECHANICAL EQUIPMENT

1 SECOND FLOOR PLAN
SCALE:

CROSSING PATHS BUILDING FUTURES
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DWG. TITLE

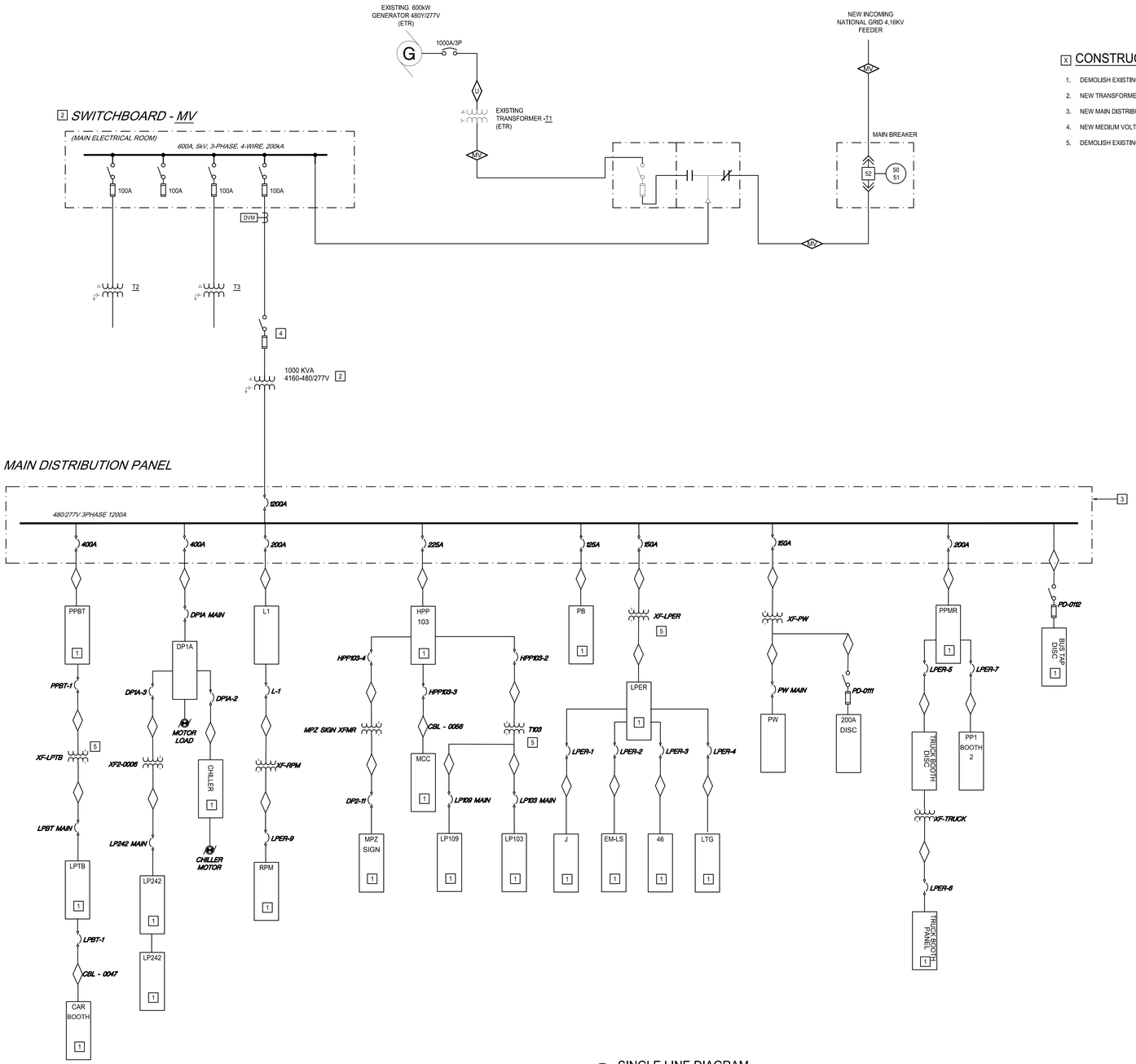
SECOND FLOOR PLAN

DATE	01/15/16
SCALE	AS NOTED
DWN.	VB
CHK.	JJR
PROJ. No	330921

DWG. No.

E103

Fri 1:34:24 PM JJR R:\330921-WILSON BLDG\CAD\SCHEMATIC DESIGN_CAD\WILSON_ELECCOMPORTER'S BLDNG



1 SINGLE LINE DIAGRAM
SCALE:

X CONSTRUCTION NOTES:

1. DEMOLISH EXISTING PANEL AND REPLACE WITH NEW.
2. NEW TRANSFORMER.
3. NEW MAIN DISTRIBUTION SWITCHBOARD.
4. NEW MEDIUM VOLTAGE SWITCH.
5. DEMOLISH EXISTING TRANSFORMER AND REPLACE WITH NEW.

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NO.	BY	REVISIONS	DATE

DWG. TITLE

SINGLE LINE DIAGRAM

DATE	01/15/16
SCALE	AS NOTED
DWN.	VB
CHK.	JJR
PROJ. No.	330921

DWG. No.

E600

01/15/2016 JJR P:\330921 WILSON BLDG MECH ARCH\ELEVATN, CAD\DWGS\E\COMP\SPDSESS.DWG

APPENDIX C
Secondary Inspection Canopy Column Removal Project

A. Project Information

The purpose of this Secondary Inspection Canopy Column Removal Project is to decrease physical conflicts/constraints at the inspection bays, allowing for efficient ingress and egress of commercial vehicles (transport trucks) within the parking bays.

B. General

The Consultant will be responsible for the design modifications to the U.S. Warehouse commercial vehicle secondary inspection canopy as described below. Select reference drawings are available in Attachment C-1 for information; a complete as-built package from 2015 renovations is available upon award.

The Consultant will perform a feasibility study for two (2) possible design modifications, performing a capacity check of the existing canopy fascia beam for each:

- Modification A – the removal of four (4) vertical columns (Fig. 1 below) and associated structural reinforcement to the canopy, remaining columns, and foundations; and
- Modification B – the removal of five (5) vertical columns (Fig. 2 below) and associated structural reinforcement to the canopy, remaining columns, and foundations.

The consultant will complete 100% design for construction drawings and specifications for one (1) modification chosen by the Authority. This shall be designed for phased construction, allowing for the full operation of at least four (4) bays at all times. The consultant will also provide construction contract administration and construction support services. See Part C – Description of Work – of Appendix C for more detail.

Fig. 1: Modification A (columns to be removed are indicated with an 'x')

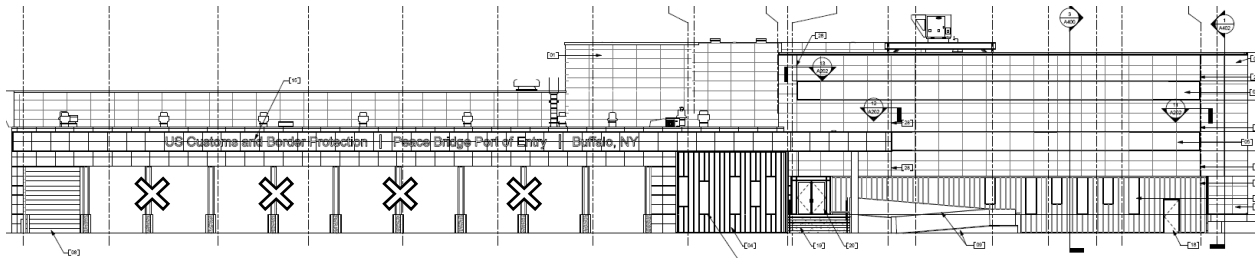
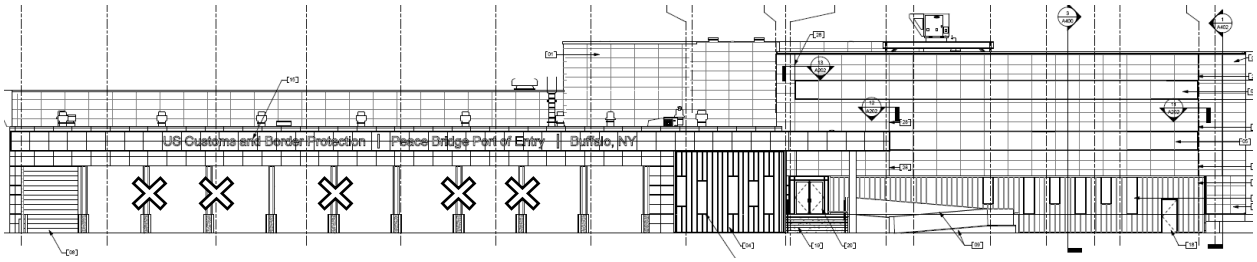


Fig. 2: Modification B (columns to be removed are indicated with an 'x')



C. Description of Work

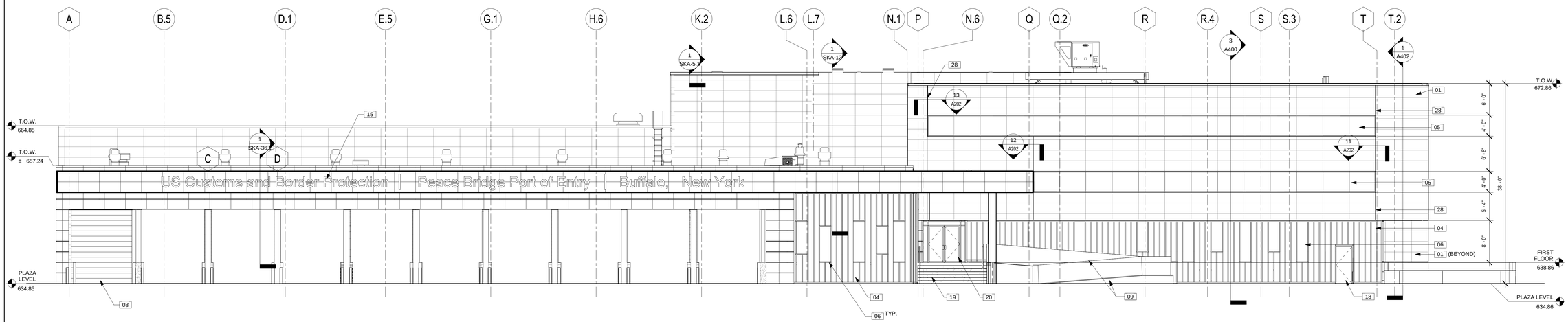
1. Feasibility Study
   a. Provide Schematic Design and Cost Estimate for each of the two (2) proposed modifications
   b. Recommend one (1) modification to the Authority for design, based on effectiveness, constructability, and cost.

2. Design
   a. 100% design for construction plans and specifications for one (1) chosen modification
   b. Cost Estimate at 60% design, and 100% design

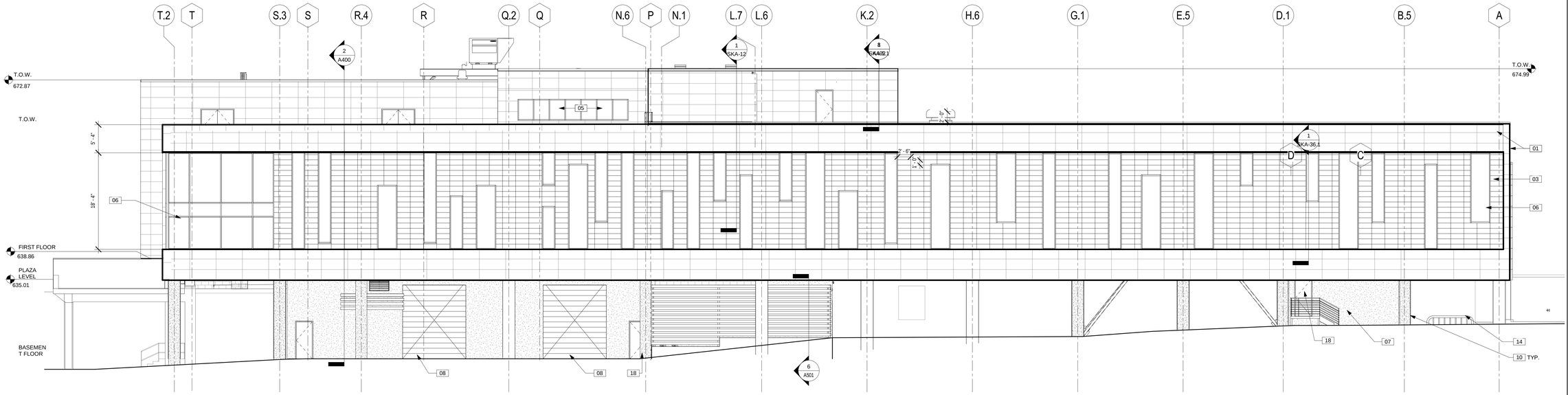
3. Construction Contract Administration
   a. Provide 100% design for construction drawings and specifications to be incorporated into tender documents by the Authority
   b. Answer any and all questions during tender phase that concern the drawings and specifications
   c. Provide any and all addenda to the tender drawings and specifications as required
   d. Assist in evaluation of construction bids and qualifications
   e. Answer any and all Requests for Information (RFIs) during construction regarding the drawings and specifications

4. Construction Support Services
   a. Provide part-time resident engineer services as required to ensure adherence to the construction documents, as well as best practices.
   b. Provide any required materials testing during construction (to be bid as a not-to-exceed allowance)

Attachment C-1



1 NORTH ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

3 DIMENSIONAL LETTER SIGNAGE
1/4" = 1'-0"

EXTERIOR ELEVATION NOTES

NUMBER	DESCRIPTION
01	HIGH-PRESSURE LAMINATE PANEL
02	ALUMINUM COMPOSITE PANEL
03	TERRA COTTA RAINSCREEN PANEL
04	DOUBLE GLAZED INSULATED CHANNEL GLASS SYSTEM
05	ALUM. FRAMED INSULATED STOREFRONT SYSTEM
06	ALUM. FRAMED INSULATED CURTAIN WALL GLAZING
07	EXTERIOR INSULATION AND FINISHING SYSTEM
08	STL. SECTIONAL OVERHEAD DOOR
09	ADA-COMPLIANT RAMP AND HANDRAIL; RE: A501
10	CONC. ENCASED STL. COLUMN. PROVIDE SMOOTH-RUBBED FINISH
14	EXISTING FINISH TO REMAIN. PATCH INFILL AREAS OR DAMAGED SURFACES TO MATCH.
15	DIMENSION ALUM. LETTER SIGNAGE
16	STEEL LADDER
17	EXIST. CONC. COLUMN
18	EXTERIOR DOOR AND FRAME
19	CAST IN PLACE STAIR
20	ALUM. DOORS AND HARDWARE
21	EXIST. CONC. STAIRS TO REMAIN
22	EXIST. OVERHEAD DOOR TO REMAIN
23	EXIST. EXTERIOR DOOR TO REMAIN
24	EXIST. WINDOW TO REMAIN
27	2" EXPANSION JOINT
28	DEFLECTION JOINT

CROSSING PATHS BUILDING FUTURES
THE PEACE BRIDGE

BUFFALO AND FORT ERIE
PUBLIC BRIDGE AUTHORITY

1 Peace Bridge Plaza
Buffalo, New York 14213

RENOVATION & ADDITIONS TO
COMMERCIAL BUILDING

**PROJECT
RECORD
DRAWINGS**

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Buffalo, NY 14228
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C.

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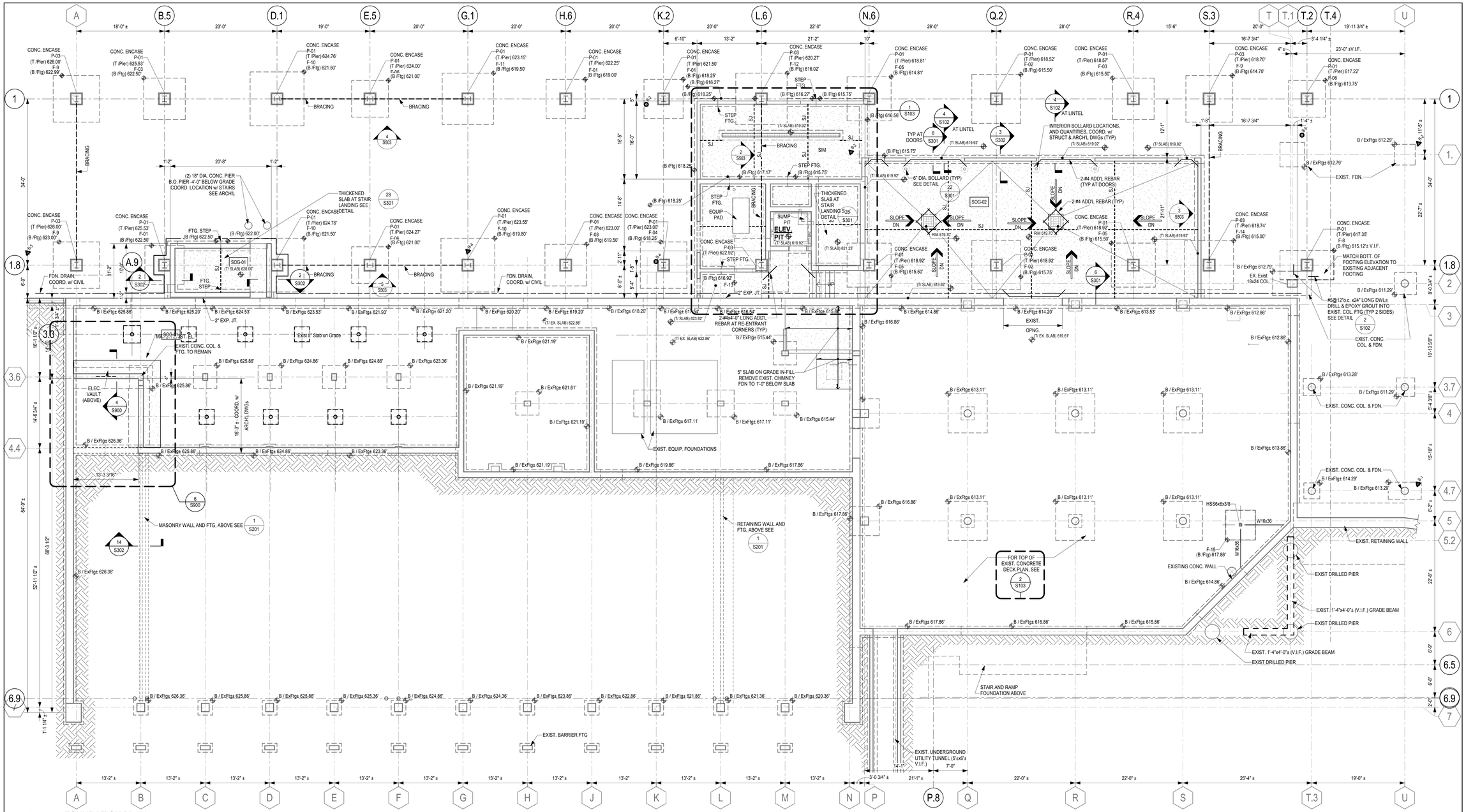
NO.	BY	REVISIONS	DATE

DWG. TITLE

EXTERIOR ELEVATIONS

DATE JANUARY 10, 2017
SCALE As indicated
DWN. JRM/AAA CHK. MEV
PROJ. No.330911
DWG. No.

A300



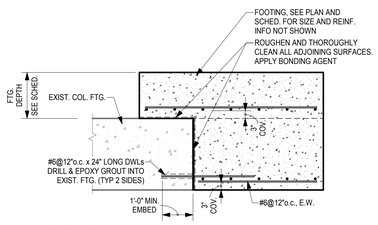
1 FOUNDATION PLAN
1/8" = 1'-0"

TYPICAL FOUNDATION NOTES

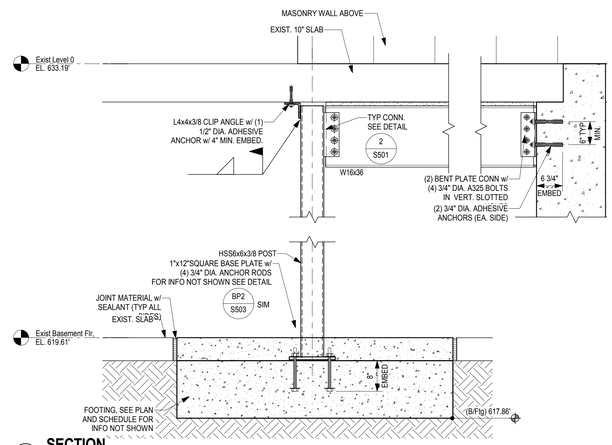
1. (T/SLAB) INDICATES TOP OF SLAB ELEVATION
   (B/EXFTG) INDICATES BOTTOM OF EXISTING FOOTING ELEVATION
   (T/PIER) INDICATES TOP OF COLUMN PIER ELEVATION
   (T/WALL) INDICATES TOP OF WALL ELEVATION
2. (B/FTG) INDICATES BOTTOM OF FOOTING ELEVATION FROM FINISHED GRADE OR EXCAVATED DEPTH WITH COMPACTED APPROVED STRUCTURAL BACK FILL TO -4'-0" BELOW FINISHED GRADE ELEVATION.
3. P-XX INDICATES COLUMN PIER
   F-XX INDICATES COLUMN FOOTING
   SEE APPROPRIATE SCHEDULE FOR SIZE AND REINFORCING REQUIRED
4. SOG-01 INDICATES SLAB ON GRADE MARK. SEE DRAWING S201 FOR SCHEDULE
5. ALL SLAB ON GRADE JOINTS ARE SAWCUT JOINTS (INDICATED AS SJ). CONTRACTOR IS DETERMINE LOCATION OF ALL FORMED JOINTS. REFER TO TYPICAL CONCRETE DETAILS FOR TYPICAL SLAB ON GRADE JOINTS.
6. COORDINATE ALL DOOR LOCATIONS AND SIZES w/ ARCHITECTURAL DWG's SEE TYPICAL FOUNDATION WALL DETAIL - EXTERIOR DOORS FOR MORE INFORMATION
7. COORDINATE ALL FLOOR DRAIN LOCATIONS w/ ARCHITECTURAL AND MECHANICAL DWG's.
8. REFER TO DRAWINGS S-301 FOR TYPICAL CONCRETE DETAILS AND SCHEDULES
9. REFER TO DWG S-001 FOR LIST OF STANDARD ABBREVIATIONS
10. ⬡ INDICATES EXISTING COLUMN GRID
    ○ INDICATES NEW COLUMN GRID
11. SEE DRAWINGS S503 FOR COLUMN AND BASE PLATE SCHEDULES
12. REFER TO DRAWING S101 UNDERPINNING PLAN, ELEVATIONS, DETAILS AND NOTES FOR INFORMATION NOT SHOWN
13. B-1 ⊙ B-1 INDICATES APPROXIMATE LOCATION OF SOIL BORINGS. REFER TO FINAL GEOTECHNICAL REPORT PREPARED BY EMPIRE GEO SERVICES, DATED JANUARY 21, 2013 FOR ADDITIONAL SOIL BORING INFORMAITON

TYPICAL EXISTING CONCRETE NOTE

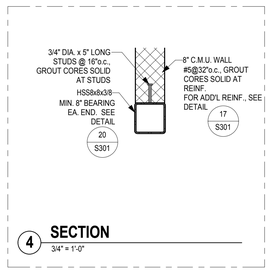
CLEAN, ROUGHEN AND REMOVE ANY LOOSE DEBRIS FROM EXISTING CONCRETE. APPLY EPOXY BONDING AGENT TO ALL EXISTING CONCRETE SURFACES WHERE NEW CONCRETE IS TO BE PLACED.



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



3 SECTION
3/4" = 1'-0"



4 SECTION
3/4" = 1'-0"

STRUCTURAL FOOTING SCHEDULE

FTG Mark	DIMENSIONS LENGTH	WIDTH	DEPTH	REINFORCING (BOTT. U.O.N.)	REMARKS
F-01	8'-0"	8'-0"	1'-6"	9-#6 E.W. (BOTT.)	
F-02	10'-0"	10'-0"	2'-0"	11-#8 E.W. (BOTT.)	
F-03	8'-6"	8'-6"	1'-6"	10-#6 E.W. (BOTT.)	
F-04	9'-6"	9'-6"	1'-9"	11-#6 E.W. (BOTT.)	
F-05	9'-0"	9'-0"	1'-9"	10-#6 E.W. (BOTT.)	
F-06	7'-6"	7'-6"	1'-6"	8-#6 E.W. (BOTT.)	
F-07	10'-0"	3'-0"	1'-6"	11-#6 SHORT; 4-#6 LONG; (BOTT)	
F-8	11'-0"	6'-0"	1'-6"	7-#8 LONG; 12-#6 SHORT, (BOTT.)	SEE DETAIL 4/S102 FOR ADDITIONAL INFORMATION
F-9	9'-6"	9'-6"	2'-0"	11-#6 E.W. (T&B)	
F-10	11'-0"	11'-0"	2'-0"	12-#8 E.W. (BOTT.)	
F-11	10'-6"	10'-6"	2'-0"	12-#8 E.W. (BOTT.)	
F-12	10'-6"	10'-6"	2'-0"	12-#6 E.W. (T&B)	
F-13	11'-0"	11'-0"	2'-0"	12-#6 E.W. (T&B)	
F-14	10'-0"	10'-0"	2'-0"	11-#6 E.W. (T&B)	
F-15	6'-0"	6'-0"	1'-3"	7-#6 E.W.	

STRUCTURAL PIER SCHEDULE

MARK	DIMENSIONS LENGTH	WIDTH	REINFORCING VERT. BARS	TIES	CONFIG	REMARKS
P-01	2'-6"	2'-6"	12-#6	#4@12"o.c.		SEE TYPICAL PIER DETAILS, DWG S301
P-02	2'-0"	2'-0"	12-#6	#4@12"o.c.		SEE TYPICAL PIER DETAILS, DWG S301
P-03	2'-6"	2'-6"	12-#6	#4@12"o.c.		SEE TYPICAL PIER DETAILS, DWG S301; SEE UPLIFT PIER REINFORCING DETAIL, DWG S301.

CROSSING PATHS ★ BUILDING FUTURES
THE PEACE BRIDGE

BUFFALO AND FORT ERIE
PUBLIC BRIDGE AUTHORITY

1 Peace Bridge Plaza
Buffalo, New York 14213

RENOVATION & ADDITIONS TO COMMERCIAL BUILDING

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0' 6" 1'-0" 2'-0" 4'-0"
SCALE: 1/2"=1'-0"

0' 2'-0" 4'-0" 8'-0" 16'-0"
SCALE: 1/8"=1'-0"

NO.	BY	REVISIONS	DATE

DWG. TITLE

FOUNDATION PLAN AND SCHEDULES

DATE February 15, 2017
SCALE As indicated
DWN. whm CHK. cpg / cma
PROJ. No. 330911
DWG. No.

S102

EXHIBIT A

[See Authority/Architect Form of Agreement attached herein]

Contract for

General Design Services

Buffalo and Fort Erie Public Bridge Authority

CROSSING PATHS BUILDING FUTURES
THE PEACE BRIDGE

[Enter Firm Name]

AUTHORITY/ARCHITECT & ENGINEER AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2016, 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 **[Insert Firm Name].**, [Insert Firm Address] hereinafter called the ARCHITECT.

WHEREAS, the AUTHORITY desires the ARCHITECT to perform General Design Services for a multi-year term 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 ARCHITECT and the AUTHORITY agree as follows:

SECTION I - ARCHITECTURE SERVICES

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

SECTION II - SERVICES TO BE PERFORMED BY THE BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

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

1. Cooperation in providing access and time periods to enable Architecture and technical personnel to conduct field investigations in connection with bridge inspection activities and contract document preparation and subsequent construction inspection.
2. Assist in traffic protection while working on AUTHORITY property.

SECTION III - TIME OF COMPLETION

Upon receipt of an executed contract from the AUTHORITY, the ARCHITECT shall complete all services not later than July 31, 2022, unless amended by the AUTHORITY in writing.

SECTION IV - COMPENSATION

For Architecture services described herein the AUTHORITY shall pay the ARCHITECT in accordance with the Project Fee Schedule (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 hourly tasks (where applicable). Format for

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

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

SECTION V – DAMAGES AND DELAYS

The ARCHITECT agrees that no charges or claim for damages shall be made by him for any delays or hindrances caused by ARCHITECT during the progress of any portion of the services specified in this Agreement. Delays or hindrances not attributable to ARCHITECT, if any, shall be compensated for by an extension of time for such reasonable period as the AUTHORITY may decide, and by an adjustment of the portion of the budget corresponding to the deferred work on the basis of escalation; it being understood however, that the permitting of the ARCHITECT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the AUTHORITY or any of its rights herein. Nothing in this article will prevent the ARCHITECT from exercising his rights under **Article XIX**.

SECTION VI – FINAL PAYMENT

The AUTHORITY will make final payment within sixty (60) calendar days after receipt of an invoice that is properly prepared and submitted, and all documents and records required to be delivered under this Agreement are received.

The acceptance by the ARCHITECT of the final payment shall operate as and shall be a release to the AUTHORITY from all claims and liability to the ARCHITECT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the ARCHITECT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

SECTION VII - TERMINATION OF AGREEMENT

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

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

SECTION VIII - SUBCONTRACT

This Agreement may not be assigned by the ARCHITECT or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the AUTHORITY.

SECTION IX – ARCHITECT TEAM

(a) If the ARCHITECT is a Joint Venture, the Joint Venture Members agree to be jointly and severally liable for all of the obligations, liabilities and responsibilities of the ARCHITECT under this Agreement.

(b) If the ARCHITECT wishes to remove, add or otherwise change an ARCHITECT Team Member (including any Joint Venture Member if the ARCHITECT is a Joint Venture) after the Effective Date, 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 ARCHITECT 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 Agreement and all agreements and amendments to agreements demonstrating the amended ARCHITECT Team structure.

(c) A change in control of an ARCHITECT Team Member is deemed to be a change to such ARCHITECT Team Member for the purposes of this Section IX and an assignment for the purposes of Section VIII, and requires the approval of the AUTHORITY.

SECTION X – ARCHITECT PERSONNEL

All personnel performing any part of the work must be experienced and licensed and shall properly and satisfactorily perform such services in accordance with applicable laws and good industry practice. See also **Section XII** - Regulations, Codes, Permits and Professional Licensure.

The ARCHITECT shall submit the curriculum vitae of all personnel it wishes to employ in the performance of the works to the AUTHORITY for review and approval. Unless a written consent is received from the AUTHORITY, no changes will be made in the technical personnel assigned to the works. In the event that changes shall be made in the technical personnel due to any cause beyond the reasonable control of the ARCHITECT, the ARCHITECT shall appoint personnel to replace with the same or better qualifications upon the review and approval of the AUTHORITY.

The ARCHITECT shall be responsible for making certain that any and all personnel are in complete conformance with all applicable laws relating to immigration to or from Canada or the United States of America. See also **Section XXIII** – Security Requirements for more information.

The ARCHITECT shall comply with all obligations of applicable laws relating to discrimination. See **Section XXIV** – Non-Discrimination and Equal Opportunity for more information.

SECTION XI – RESIDENT ENGINEER

The ARCHITECT shall provide all necessary supervision and appoint a competent Resident Engineer who shall be in attendance at the site while work is being performed as required. The appointed Resident Engineer shall not be changed except for valid reason, and with the written approval of the AUTHORITY.

SECTION XII - REGULATIONS, CODES, PERMITS AND PROFESSIONAL LICENSURE

The ARCHITECT agrees to comply with all Federal, Provincial, 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

ARCHITECT. The ARCHITECT shall secure Workmen's Compensation for his employees as required by law.

The ARCHITECT warrants that it and all sub-consultants are licensed to practice their respective professional disciplines in the State of New York and/or the Province of Ontario as applicable. ARCHITECT and sub-consultants (where applicable) will affix its professional seal to design documents and reports.

SECTION XIII– CODE OF ETHICS

The ARCHITECT specifically agrees that this Agreement may be cancelled or terminated if ARCHITECT has violated the provisions of any applicable law establishing a Code of Ethics for Federal, Provincial, State, or Municipal officers and employees.

SECTION XIV - INDEPENDENT CONTRACTOR

The ARCHITECT 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 XV – RESPONSIBILITY OF THE ARCHITECT

The ARCHITECT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the ARCHITECT under this Agreement. The ARCHITECT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the AUTHORITY may in certain circumstances, provide compensation for such work.

The standard of care for all professional services performed by ARCHITECT pursuant to this Agreement shall be the care and skill ordinarily used by members of the ARCHITECT's profession when performing a similar scope of services in the location where the project is located.

Neither the AUTHORITY's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the ARCHITECT shall be and remain liable to the AUTHORITY in accordance with applicable law for all damages to the AUTHORITY caused by the ARCHITECT's negligent performance or breach of contract of any of the services furnished under this contract.

The ARCHITECT shall, regarding all matters within the scope of services under the Agreement, offer its services as reliable consultants to the AUTHORITY and shall support and protect the legitimate interests of the AUTHORITY in the works to be carried out with the Contractor and all third parties.

The rights and remedies of the AUTHORITY provided for under this contract are in addition to any other rights and remedies provided by law.

If the ARCHITECT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

SECTION XVI - WORK PRODUCT OWNERSHIP

All original detailed survey information, survey notes (copies), models, computer disks, data, calculations,

drawings, reports, supervision records and similar "work products" made hereunder shall be and remain the property of the AUTHORITY. Without the written approval of the AUTHORITY these work products may not be published or used for any other purpose by the ARCHITECT.

SECTION XVII: CONFIDENTIALITY

The ARCHITECT and sub-consultants and their personnel may not disclose any information, other than with written consent of the AUTHORITY, relating to this Agreement or any information relating to the activities or actions of the AUTHORITY during this Agreement and following its termination.

SECTION XVIII - EXTRA WORK

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

If the ARCHITECT is of the opinion that any work the ARCHITECT has been directed to perform is beyond the scope of the project Agreement and constitutes extra work, the ARCHITECT shall promptly notify the AUTHORITY, in writing, of this fact prior to beginning any of the work. The AUTHORITY shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the AUTHORITY determines that such work does constitute extra work, the AUTHORITY shall provide extra compensation to the ARCHITECT in a fair and equitable manner. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the AUTHORITY to the ARCHITECT for execution after approvals have been obtained from necessary AUTHORITY officials.

In the event of any third party claims being made or any third party actions being brought in connection with the project, the ARCHITECT agrees to render to the AUTHORITY all assistance required by the AUTHORITY. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner by Supplemental Agreement as described above.

SECTION XIX - 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 ARCHITECT 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 XX – CONSULTING LIABILITY

The ARCHITECT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the ARCHITECT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the ARCHITECT 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 ARCHITECT 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 ARCHITECT'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 ARCHITECT 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.

The ARCHITECT shall procure and maintain for the duration of the work for such project, Professional Liability Insurance in the amounts specified in Section XVII, issued to and covering damage for liability imposed on the ARCHITECT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of professional services required by the Agreement. The ARCHITECT shall supply any certificates or insurance required by the AUTHORITY and adhere to any additional requirements concerning insurance as specified in Section XVII.

SECTION XXI - INSURANCE

The ARCHITECT shall provide the following coverages and limits:

1) The ARCHITECT shall procure and maintain at its own expense, and require its subcontractors (if any) to procure and maintain at their 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-contractor.

2) Cancellation Notice: Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the ARCHITECT or Insurance Company without thirty (30) calendar days of written notice to the AUTHORITY of intention to cancel or change.

3) NOT USED

4) Professional Liability: The ARCHITECT and any sub-consultants shall maintain professional liability insurance (also known as Errors and Omissions Insurance) in the amount of $3,000,000 minimum.

5) Comprehensive General Liability: The ARCHITECT 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:

   $1,500,000 combined single limit, each occurrence;
   $3,000,000 aggregate.

6) Automobile: The ARCHITECT 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 ARCHITECT shall procure and maintain, until final acceptance and at its own expense, Workers Compensation and Employers Liability Insurance, covering the obligations of the ARCHITECT 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 $10,000,000 each occurrence and $10,000,000 aggregate.

The ARCHITECT 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 ARCHITECT will be required to maintain all coverage's throughout the schedule of the Project. The cost of all insurances is the responsibility of the ARCHITECT.

SECTION XXII: APPLICABLE LAW

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

SECTION XXIII: SECURITY REQUIREMENTS

(d) The Site is located within an area secured by U.S. Customs and Border Protection, and as such, all individuals accessing the Site may be subject to examination as determined by such agency.

(e) All individuals accessing the Site must have on their person at minimum one of the following identification documents, and may be required to present such documentation while within or while leaving the Work Site: passport; NEXUS card; enhanced driver's license; permanent resident card (where applicable).

(f) All individuals performing work within the United States of America must be admissible to the United States of America.

(i) The ARCHITECT must submit to the AUTHORITY in advance of any work *CBP Form 3078 – Application for Identification Card* for all ARCHITECT personnel whom may perform work in the United States of America, including management. This information will be forwarded to U.S. Customs and Border Protection to ensure admissibility.

SECTION XXIV: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

During the performance of this Agreement, the ARCHITECT agrees to comply with all Applicable Laws relating to non-discrimination, equal opportunity employment and the protection of human rights. In addition, all consultants and sub-consultants that are subject to the laws of the State of New York shall comply with the following in accordance with Section 9 A and B of Chapter 149 of the New York State Unconsolidated Laws:

(a) The ARCHITECT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The ARCHITECT will undertake or continue affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. The ARCHITECT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(b) At the AUTHORITY's request, the ARCHITECT will request a written statement from each of its sub-consultants confirming that each such sub-consultant shall not discriminate and that each sub-consultant will cooperate with the ARCHITECT's obligations regarding non-discrimination and equal employment opportunity.

(c) The ARCHITECT will, in all solicitations or advertisements for employees placed by or on behalf of the ARCHITECT, state that all qualified applicants will be afforded equal employment opportunity without discrimination and will receive considerations for employment without regard to race, color, religion, sex or national origin.

(d) The ARCHITECT will include the provisions of paragraphs **Section XXIV (a)** through **Section XXIV (c)** in every subcontract so that such provisions will be binding on each sub-consultant.

SECTION XXV: MISCELLANEOUS

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

SECTION XXVI - ATTACHMENTS

Attached to and made part of this Agreement are the following: *[tentative until contract award]*

Attachment No. 1: Detailed Scope of Services

Attachment No. 2: Project Fee Schedule

[Signature Page Follows]

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

ATTEST:

(Seal)

BUFFALO AND FORT ERIE PUBLIC BRIDGE AUTHORITY

By:_____
General Manager, Operations

[ARCHITECT]

By:_____