



REQUEST FOR QUOTE

QUOTE FOR ASPHALT REPAIR WORK

The Buffalo and Fort Erie Public Bridge Authority is requesting a quote from your company to perform professional contracting services in connection with asphalt repair work at the US approach of the Peace Bridge in Buffalo, New York.

The selected contractor shall perform professional services according to the current edition of the NYSDOT standard construction specifications.

The selected company will be responsible for, but not limited to, the following elements to provide a complete project:

The contractor shall sawcut and remove existing asphalt pavement to provide a 12 inch depth of new heavy-duty asphalt in the U.S. plaza at the south end of the truck inspection lanes. Approximately 2,500 square feet of area is to be replaced. New asphalt shall consist of 3 – 3 ½ inch lifts of heavy duty base course and 1 – 1 ½ inch lift of heavy duty binder course. The job mix formulae must be approved by the PBA prior to commencement of work.

Removal and replacement of 12 inches of subbase will be determined after visual inspection to verify the condition of the existing subbase.

The contractor will be allowed to start work on a Friday at noon. Work may progress with no restrictions until noon Monday. Asphalt placement must commence no later than Saturday morning. The work will be performed in 3 stages to provide access through the area at all times. It is anticipated that the lane will be re-opened no later than the following Monday afternoon. The contractor may propose alternate staging schemes and work hours. All proposed staging and work hours are subject to approval by the PBA.

Maintenance and Protection of Traffic will be provided by the contractor. Delineators, cones, barrels, caution tape, arrows, and lights may be necessary. The PBA will determine the quantity of traffic control devices necessary to provide adequate warning and protection of the traveling public. The cost for this work is to be included in the unit price for asphalt replacement.

To determine the lowest quote, the bidder is to provide a unit price for the removal and replacement of subbase in cubic yards. The unit price should be based on 75 cubic yards of removal and replacement and shall include excavation, disposal, placement of new subbase, and compaction.

Removal and replacement of asphalt shall be submitted in a unit price per ton of placed asphalt. This unit price is to include necessary sawcutting, excavation, placement of materials, and removal of materials and debris from the site, etc. The unit price bid shall be based on a quantity of 180 tons.

Increases or decreases in replacement quantity of subbase and asphalt will be paid at the quoted unit price. All other work, if any, will be paid under an agreed price.

The **CONTRACTOR** shall provide the following coverages and limits:

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

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

- 4) Comprehensive General Liability: The **CONTRACTOR** shall procure and maintain until final acceptance and at its own expense, comprehensive general liability to include:
- 1) Contractor's Liability;
 - 2) Contractor's Protective Liability;
 - 3) Completed Operations Liability;
 - 4) Contractual Liability.

The limits of such insurance shall be not less than:

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

- 5) Automobile: The **CONTRACTOR** shall procure and maintain until final acceptance and at its own expense, automobile liability and property damage insurance, covering the use, in connection with the work, of all owned, non-owned and hired vehicles required by the vehicle and traffic law of the 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 limits -
bodily injury and property damage.
- 6) Workers Compensation: The **CONTRACTOR** shall procure and maintain, until final acceptance and at its own expense, Workers Compensation and Employers Liability Insurance, covering the obligations of the **CONTRACTOR** in accordance with Workers Compensation and Employers Liability Insurance Law, covering all operations under the Contract, whether performed by it or its Subcontractors or Suppliers.
- 7) Umbrella: Excess liability coverage for each of the above with a limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.
- 8) Owners & Contractors Protective Liability: OCP – The Contractor shall also take out, pay for and maintain until completion and acceptance of the work required by this contract, a separate policy of insurance naming the owner as the sole insured. The original policy shall be in the amounts of \$1,000,000 per occurrence for property damage, and shall provide coverage for the owner, its officers and employees with respect to said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations and if said owner, its officers and employees have other insurance against the loss covered by said policy. That other insurance shall be excess insurance only.

The Contractor will provide certificates of insurance prior to commencing its services hereunder. The insurance policies shall specifically include as additional insured, the Buffalo and Fort Erie Public Bridge Authority, its Board and Authority employees. The Contractor will be required to maintain all such coverages throughout the performance of its services contemplated hereby.

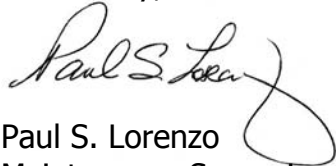
The **CONTRACTOR** will provide Certificates of Insurance prior to commencing work. The Insurance policies must clearly include The Buffalo and Fort Erie Public Bridge Authority, its Board, and **AUTHORITY** employees as additional insured. The **CONTRACTOR** will be required to maintain all coverages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

Onsite inspection may be awarded by contacting Paul Lorenzo at 716-884-5804 between July 23, 2007 and July 24, 2007.

Please provide a quote to the PBA no later than August 1, 2007 at 11 A.M. EST. The quote can be e-mailed to Paul S. Lorenzo via e-mail at axc@peacebrige.com or by fax at 716-884-2089.

If you have any questions, please contact me by phone at 716-884-5804.

Yours truly,

A handwritten signature in black ink that reads "Paul S. Lorenzo". The signature is written in a cursive style with a large, looping flourish at the end.

Paul S. Lorenzo
Maintenance Supervisor
PSL/mc