

BID DOCUMENTS

TOWN OF LEWISTON

NIAGARA SCENIC PARKWAY DRAINAGE

DITCH CLEANING AND MAINTENANCE PROJECT

(Niagara Scenic Parkway, Lewiston, New York)

SEALED **BIDS** ACCEPTED UNTIL October 15th at 12:00 p.m.
Bid Opening Immediately Following

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Lewiston, Niagara County, New York, ("the Town") will receive sealed bids for the cleaning and maintenance of approximately 2.2 miles of existing drainage ditch located adjacent to the Niagara Scenic Parkway bike path between Mohawk Street and Pletcher Road in the Town of Lewiston, Niagara County, New York.

Sealed proposals will be received until **Thursday, October 15, 2026 at 12:00 p.m.** at the Office of the Town Clerk, Lewiston Town Hall, 1375 Ridge Rd, Lewiston, New York 14092, at which time the bids will be publicly opened and read. The specifications will be on file at the Town Clerk's Office, 1375 Ridge Rd, Lewiston, New York 14092, and may be obtained there between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Prospective bidders are encouraged to attend a walk-through of the project on Thursday, October 10th at 10:00 a.m., meeting at the Town of Lewiston Town Hall, 1375 Ridge Road, Lewiston, New York prior to traveling to the site to take measurements and obtain other necessary information in advance of submitting a bid. Please contact Michael Weiss, Highway Superintendent, (716) 754-8218 to set a time outside of the above walkthrough date.

The Town reserves the right to reject or accept any and all bids for any reason. If an award is made, it will be to the "lowest responsible bidder". The Town also reserves the right to waive any informalities in the bid documents.

Each bid proposal must be submitted in a sealed envelope addressed to the Town together with the required bid bond or other security and the Non-Collusive Bidding Certificate enclosed. On the outside of the envelope, it must be clearly noted **"Bid for Niagara Scenic Parkway Drainage Ditch Cleaning and Maintenance Project"** and must indicate the name, address and phone number of the bidder. Proposals not meeting the above format may be rejected, at the Town's sole discretion.

Dated: September 29, 2026

Tamara Burns, Town of Lewiston Town Clerk

**TOWN OF LEWISTON
NIAGARA SCENIC PARKWAY DRAINAGE DITCH CLEANING AND
MAINTENANCE PROJECT
INFORMATION TO BIDDERS**

PROPOSALS RECEIVED

The Town of Lewiston, New York (hereinafter referred to as the "Town") will receive proposals for the provision of **Niagara Scenic Parkway Drainage Ditch Cleaning and Maintenance Project**, as specified in Exhibit A, at the time and place and under the conditions stated in the Notice to Bidders. Conditions set forth in the "Information to Bidders" and the attached contract shall constitute part of the specifications and the contract.

PROPOSALS

Proposals shall be made upon the forms contained herein. The proposals as submitted shall not be separated from the volume containing the other contract documents which are bound with it. The blank spaces in the proposal must be filled in correctly were indicated for each and every item of the contract being bid, and the bidder must state, in ink, the price(s) proposed for each item contemplated. Ditto marks are not considered appropriate responses and shall not be accepted. The bidder shall sign their proposal correctly. If the proposal is made by an individual, his or her name and post office/ mailing address must be shown clearly. If made by a firm, partnership or other legal entity (i.e. Corporation/LLC), the proposal must be signed and sealed by an authorized* official of the firm, partnership or other legal entity. The following original signatures are required to be affixed to the bid documents:

DOCUMENT

Bid/Proposal

Non-collusion bidding certificate

SIGNATURE REQUIRED

Bidder

Bidder

- Execution by an authorized individual on behalf of a firm, partnership or other legal entity constitutes certification that the individual signing is duly authorized to bind the entity on behalf of whom he/she executes the bid documents.

IRREGULAR PROPOSALS

Proposals may be rejected if they contain irregularities, any omissions, alterations of form, additions not called for, conditional or alternate bids, bids containing escalation clauses, other than those provided for in the proposal documents.

COMPETENCY OF BIDDERS

Each bidder shall be experienced in the manufacture and/or supply of the materials, equipment and/or services to be furnished, and shall have sufficient capital to properly execute the work within the time allowed, and to prosecute and complete the work at the rate of time specified.

EXECUTION OF CONTRACT

All contract/agreements and other related documents shall be completed and executed by the bidder within ten (10) days of the Town's award of the bid. The Town shall then cause the documents to be executed and the same shall constitute the contract between the bidder and the Town. In the case of the bidder's failure or neglect to execute the contract within this timeframe, the Town may, at its option, determine that the bidder has abandoned the contract, and thereupon the Town's proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the Town.

INTERPRETATIONS

If any person contemplating submitting bids is in doubt as to the true meaning of any part of this proposed bid and/or contract document, he may submit to the Town a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued, and a copy of each addendum will be mailed or delivered to each person receiving a set of documents. The Town will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Town.

RIGHT TO REJECT

The Town reserves the right to accept the low bid conforming to the specifications, and further reserves the right to reject any and all proposals, or to accept any proposal deemed to be in the best interest of the Town.

WITHDRAWAL OF BIDS PRIOR TO BID OPENING

If a bidder wishes to withdraw his/her bid, he/she may do so before the time fixed for the opening of bids by communicating his purpose, in writing, to the Town Clerk. Upon such notice, the bid will be returned to the bidder unopened.

WITHDRAWAL OF BIDS AFTER BID OPENING

If the Town fails to award a contract for this work within forty-five (45) days from the actual date of opening of bids, the bidder may nullify or withdraw his/her bid by communicating his/her purpose, in writing, to the Town. Prior to expiration of the forty-five (45) day time period and in absence of written notice of withdrawal thereafter, the bid shall be deemed to be in full force and effect. Written notice of acceptance from the Town shall be considered an award.

TIME OF COMPLETION

Delivery of services and/or items to be provided under this Contract shall commence not more than thirty (30) days after the award of the bid and shall be fully completed within ninety (90) days of the award of the bid. Extensions to be granted upon written request and solely at the Town's discretion. Delivery and/or services shall be coordinated with both Michael Weiss, Town of Lewiston Highway Superintendent, (716) 754-8218.

INDEMNIFICATION

The successful bidder hereby expressly agrees that it shall indemnify and hold harmless the Town, and its officials, employees, and agents, from any and all claims, losses, damages, and liability, including reasonable attorney's fees, resulting from the negligent, reckless, or willful conduct of the successful bidder, or any of its agents, employees, or assigns.

INSURANCES

Before commencing work, the Contractor and all subcontractors shall furnish evidence of insurance (i.e. certificate of insurance), in the kinds and amounts hereinafter specified and in a form acceptable to the Town, and will maintain same until final acceptance of the work by the Town or until he/she has been released in writing upon the receipt of a "Notice of Substantial Completion".

Certificates of insurance shall name the "Town of Lewiston, New York, its agents, officers, and employees" as additional insured.

A. Workers' Compensation and Employers Liability

1. Statutory Coverage required by the State of New York or Proof of Exemption

Must Submit One of the Following:

B. Disability Benefits

1. Statutory Coverage required by the State of New York or Proof of Exemption

Must Submit One of the Following:

DB-120.1, DB-820/829, D8-155, WC/DB-100 Affidavit, or WC/DB-101 Affidavit

C. Auto Liability and Auto No-Fault - on all owned, non-owned and hired licensed vehicles.

1. \$1,000,000 Combined Single Limit

D. Commercial General Liability

1. Coverage to be included on certificate:
 - a. \$1,000,000 Each Occurrence
 - b. \$1,000,000 Personal and Advertising Injury
 - c. \$2,000,000 Products - Completed Operations Aggregate
 - d. \$2,000,000 General Aggregate

SIGNATURE- CANCELLATION-ADDITIONAL INSURED STATUS

A. Each policy or Certificate of Insurance hereinbefore required, and each endorsement thereto, must be signed by a licensed resident agent. Insurance agent shall provide telephone number on each policy or Certificate of Insurance submitted.

B. Each policy or Certificate of Insurance hereinbefore required shall contain the following endorsement: Should this policy be cancelled before the expiration of the date thereof; notice will be delivered in accordance with policy provisions.

C. At the expiration date of the policy as shown on the Certificate(s) of Insurance, or at any other time requested, new proof of insurance must be provided to the Town.

D. For each insurance for Liability Coverage, the Town, their agents, officers, and employees must be additional insured and the Certificate(s) of Insurance shall so indicate.

E. Commercial General Liability Insurance shall be Primary and Non-Contributory Insurance, and this Certificate of Insurance shall so indicate. Other Insurance available to the Town with

respect to work performed pursuant to this contract shall not be, in any instance, considered as Primary Insurance, Co-Insurance or Contributory Insurance.

MATERIAL PERFORMANCE

The bidder will be held responsible for strict conformance to specifications for the quality, performance and test results of each item of material covered by the contract. The bidder shall obtain adequate guarantees addressed to the Town from the various manufacturers that the material furnished shall meet the specifications in every respect.

EXEMPTION FROM SALES AND/OR USE TAXES

The contractor is advised that the Town, a public benefit corporation created by the State of New York, is exempt from payment of all state and local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all equipment pursuant to the provisions of the contract. Such taxes are not to be included in the contract price, bid or cost to be reimbursed as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by or leased to the Contractor or a subcontractor or to supplies, machinery equipment and materials which, even though they are consumed in the performance of the contract, are not incorporated into the completed permanent work. The Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment of other property and upon all such unincorporated supplies and materials.

The Town will supply the necessary exemption or other certificates.

NON-COLLUSIVE BIDDING CERTIFICATION

Each proposal shall contain a properly executed "Non-Collusive Bidding Certification" as required by Section 103-d of the General Municipal Law. The necessary form is provided herein for each proposal.

REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either part, this Contract shall be physically amended forthwith to make such insertion.

PREVAILING WAGE RATES REQUIRED BY LAW

A. The parties hereto, in accordance with the provisions of Section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than the wage rate and supplements set opposite the trade or occupations in which he/she is engaged which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract, by the Department of Labor.

B. Proof of payment of prevailing wage shall be documented to the Town by the Contractor prior to payment. The Contractor shall hold the Town harmless from any fine or penalty for failure to comply with these provisions.

THE CONTRACT TOGETHER WITH SCHEDULE "A" IS THE ENTIRE CONTRACT. NO OTHER TERMS WILL BE INCLUDED: BY SUBMITTING THE PROPOSAL YOU AGREE TO EXECUTE THE CONTRACT AND PROVIDE THE ITEMS, MATERIALS AND OR SERVICES CALLED FOR IN ACCORDANCE WITH ITS TERMS

{The remainder of this page is intentionally left blank.}

BID/PROPOSAL

TOWN OF LEWISTON

PROVISION OF TOWN OF LEWISTON NIAGARA SCENIC PARKWAY DRAINAGE DITCH CLEANING AND MAINTENANCE PROJECT

The undersigned hereby submits this bid for providing services as set forth in Schedule "A" and, if awarded the bid, to execute the attached Contract within ten (10) days of Notice of Award.

Bidder will provide the services, in accordance with attached specifications for the full amount listed below. Contractor will receive no amount in excess of the lump sum price submitted.

Bid Amount:

TOTAL COST: \$ _____

Date: _____

Signature/Title

Print Name

Company

Address

Telephone

CONTRACT AND AGREEMENT

**TOWN OF LEWISTON NIAGARA SCENIC PARKWAY DRAINAGE DITCH CLEANING AND
MAINTENANCE PROJECT**

THIS AGREEMENT, made this ____ day of _____, 2026, between the
Town of Lewiston, hereinafter referred to as the "Town", party of the first part, and
_____, hereinafter referred to as the
"Contractor", party of the second part:

WITNESSETH: That for and in consideration of the payments scheduled in the bid
documents, attached hereto and made part hereof, the Contractor hereby agrees to provide the
services pursuant to and in accordance with said bid documents and shall fully comply with all
terms and provision of same.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed
by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

TOWN OF LEWISTON

By: _____
Michael Weiss
Highway Superintendent, Town of Lewiston

CONTRACTOR

By: _____
Signature

Printed Name and Title

TOWN OF LEWISTON NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation or entity to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies and affirms under the penalties of perjury that the foregoing statement is true.

(Name of bidder)_____

By: _____
Signature

Type or Print Name

SCHEDULE A

SPECIFICATIONS/SCOPE OF WORK

Niagara Scenic Parkway Drainage Ditch Cleaning and Maintenance Project

TOWN OF LEWISTON, NEW YORK

SCOPE OF WORK

Niagara Scenic Parkway Drainage Ditch Cleaning and Maintenance Project

NYSDEC Permit No. 9-2924-00197

1. PROJECT DESCRIPTION

The Town of Lewiston ("Town") seeks a qualified contractor ("Contractor") to furnish all labor, supervision, equipment, machinery, materials, transportation, environmental controls, restoration, and incidental services necessary to clean and maintain approximately 2.2 miles of existing drainage ditch located adjacent to the Niagara Scenic Parkway bike path between Mohawk Street and Pletcher Road in the Town of Lewiston, Niagara County, New York.

The project area includes portions of the 100-foot regulated adjacent area of New York State Freshwater Wetland LE-6. The work shall be performed in strict compliance with NYSDEC Freshwater Wetlands Permit No. 9-2924-00197, its approved plans, attachments and conditions. The permit is effective September 9, 2026 through September 8, 2031. The limits of work shall generally correspond to the existing ditch depicted by the black line on the Site Plan attached to the NYSDEC permit, running generally north-south along the Niagara Scenic Parkway/bike path corridor from the vicinity of Mohawk Street north toward Pletcher Road.

No work outside the existing ditch or approved project limits is authorized by this Scope of Work.

2. GENERAL SCOPE

The Contractor shall clean and restore the existing drainage ditch to permit the free and effective conveyance of stormwater through the existing drainage system.

1. Mobilization and demobilization of all personnel and equipment.
2. Establishment and maintenance of safe access to the work area.
3. Installation and maintenance of all required erosion and sediment-control measures.
4. Removal of accumulated sediment, soil, silt, vegetation and other material obstructing the existing ditch consistent with the Department of Conservation permit.
5. Removal of fallen trees, limbs, brush, woody vegetation and debris located within or obstructing the existing drainage channel consistent with the Department of Conservation permit.
6. Cutting or removal of trees, saplings and shrubs only to the extent reasonably necessary to perform the authorized ditch maintenance.
7. Removal of trash and other foreign debris encountered within the ditch.
8. Placement, stabilization, removal or lawful disposal of excavated and vegetative material as provided by the NYSDEC permit and this Scope of Work.
9. Use of temporary timber or composite mats wherever required by site conditions or the NYSDEC permit.
10. Restoration of all disturbed areas to original grade.
11. Seeding and mulching of disturbed areas with an appropriate native or erosion-control seed mixture.
12. Repair of any damage caused by Contractor operations.

13. Final cleanup and removal of equipment and temporary environmental controls.
14. Establishment of the vegetative cover required by the NYSDEC permit.

3. LIMITATIONS ON DITCH EXCAVATION

This project constitutes maintenance of an existing drainage ditch and not construction or enlargement of a drainage system. The Contractor's effort shall be confined to the excavation and removal of accumulated material from the existing Town ditch in accordance with the NYSDEC permit.

4. PROTECTION OF EXISTING VEGETATION

The Contractor shall minimize disturbance to existing native trees, saplings, shrubs and other vegetation to the greatest extent practicable in accordance with the NYSDEC permit.

5. EROSION AND SEDIMENT CONTROL

Before commencing earth-disturbing activities, the Contractor shall install all erosion and sediment controls necessary to prevent sediment, silt and turbid water from leaving the work area or entering wetlands or other water bodies consistent with the NYSDEC permit.

6. WETLAND AND WATER QUALITY PROTECTION

The Contractor shall take all necessary precautions to prevent contamination of wetlands, waterways and adjacent areas by sediment, suspended solids, fuels, hydraulic fluids, lubricants, solvents, paints, concrete, leachate, or any other environmentally deleterious substance consistent with the NYSDEC permit.

7. EQUIPMENT REFUELING AND STORAGE

All equipment and machinery shall be refueled, stored and safely contained more than 100 feet landward of the regulated wetland or water body at the end of each workday. Fuel, lubricants and other petroleum products shall be stored and handled in a manner that prevents leakage or discharge into the regulated area consistent with the NYSDEC permit.

8. HANDLING AND DISPOSAL OF EXCAVATED MATERIAL

Sediment, soil, woody material, wood chips and other material removed from the ditch shall not be deposited or stored within a regulated water body or wetland. Material temporarily or permanently placed outside the wetland shall be stabilized so that it cannot migrate or wash back into a water body, wetland or wetland adjacent area. All material requiring off-site disposal shall be transported and disposed of at an appropriate location in compliance with applicable federal, state and local laws.

9. RESTORATION

Upon completion of ditch maintenance in each work area, the Contractor shall restore disturbed areas to original grade and condition. All disturbed areas within the wetland adjacent area shall be seeded with an appropriate native or erosion-control seed mixture and mulched with straw or hydro-mulch. If seasonal conditions make seeding impracticable, temporary mulch shall be installed, followed by permanent seeding at the earliest appropriate opportunity and in no event more than six months following completion of the project.

10. PERMIT TO REMAIN ON SITE

The Contractor shall maintain at the project site at all times a complete copy of NYSDEC Permit No. 9-2924-00197, the approved Site Plan, all permit attachments, applicable special conditions, and any subsequent written NYSDEC approvals applicable to the work. The Contractor shall make these documents available immediately upon request by NYSDEC or the Town.

11. COMPLIANCE WITH NYSDEC PERMIT

Compliance with the NYSDEC permit shall constitute a material requirement of the Contract. The Contractor shall be responsible for ensuring that its employees, subcontractors, suppliers and agents comply with all applicable NYSDEC permit conditions.

The Contractor shall immediately notify the Town of any actual or suspected violation of the permit; environmental release; direction or communication received from NYSDEC; discovery of conditions that may require work outside the approved limits; or circumstance that may require modification of the permitted work. The Contractor shall not undertake a change to the authorized work based solely upon a field condition or verbal direction where the change could require NYSDEC authorization.

12. CHANGES IN WORK

No change involving the location, dimensions, character or environmental impact of the permitted work shall be performed without written authorization from the Town. Where a proposed change requires modification of the NYSDEC permit, work affected by the proposed change shall not proceed until the required written approval has been obtained.

13. ACCEPTANCE

Final acceptance shall be conditioned upon completion of all authorized ditch maintenance; removal or proper stabilization/disposal of excavated material; restoration of disturbed areas; completion of required seeding and mulching; correction of damage caused by the Contractor; removal of temporary facilities and debris; submission of any required closeout documentation; and satisfactory compliance with the Contract and applicable NYSDEC permit requirements.

The Town reserves the right to require corrective work if NYSDEC determines that Contractor operations have caused a permit violation or require restoration.

14. DOCUMENTS INCORPORATED INTO SCOPE OF WORK

The following shall be incorporated into the construction contract and furnished to the successful bidder:

Exhibit A - NYSDEC Freshwater Wetlands Permit No. 9-2924-00197, dated September 9, 2026.

Exhibit B - NYSDEC - approved Site Plan dated August 20, 2026.

Exhibit C - Contractor's accepted bid/proposal and schedule of prices.

- **WORK SCHEDULE**

- o Work shall be performed between the hours of 7:00 a.m. and 5:00 p.m. and/or anytime on weekends.
- o Work Schedule is flexible based on weather.
- o Include a tentative schedule with bid package.

- **OTHER**

- o Contractor responsible for debris removal and daily clean-up.
- o All quotes are to be based on prevailing wage.
- o Certified Payroll Must Be provided to the Town of Lewiston

- **INCOMPLETE BIDS**

- o Failure to submit a Bid on all items in the Bid Schedule and failure to submit both the Non-Collusive and Bid Bond documents may result in that bid being considered incomplete, and the Bid may be rejected. Unit and/or lump sum prices must be shown for each Bid Item within the Schedule.
- o All provided measurements are approximate. Please be sure to measure prior to bidding the project. There is public access to the site after sunrise and before sunset.
- o A pre-bid walk-thru is scheduled for October 10, 2026 at 10:00 a.m.
- o Bids are due Thursday, October 15th at 12:00 p.m. at Town of Lewiston Town Hall, 1375 Ridge Road, Lewiston, New York. Bid opening to proceed immediately following.