

# **BID DOCUMENTS**

## **TOWN OF LEWISTON**

### **POLICE OFFICE ROOFTOP HVAC UNIT**

#### **REPLACEMENT PROJECT**

(4059 Creek Road, Youngstown NY 14174)

**SEALED BIDS ACCEPTED UNTIL April 13<sup>th</sup> at 11:00 a.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 provision of the Town of Lewiston Police Office Rooftop HVAC Unit Replacement Project, contemplating the replacement of the rooftop HVAC unit on the Town of Lewiston Police Offices located at 4509 Creek Road, Youngstown, New York 14174

Sealed proposals will be received until **Monday, April 13<sup>th</sup>** at **11am**, 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, April 2<sup>nd</sup> at 2 p.m., 4509 Creek Road, Youngstown, New York 14174 and may come to take measurements and obtain other necessary information in advance of submitting a bid. Please contact Ed Zimmerman, Building Inspector, (716) 754-8213 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 **Town of Lewiston Police Office Rooftop HVAC Unit Replacement 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: March 23, 2026

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Tamara Burns, Town of Lewiston Town Clerk

**TOWN OF LEWISTON  
POLICE OFFICE ROOFTOP HVAC UNIT REPLACEMENT 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 **Town of Lewiston Police Office Rooftop HVAC Unit Replacement 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 where 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:

<u>DOCUMENT</u>	<u>SIGNATURE REQUIRED</u>
Bid/Proposal	Bidder
Non-collusion bidding certificate	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 Salada, Town of Lewiston Police Chief, (716) 754-8477, and Ed Zimmerman, Town of Lewiston Building Inspector, (716) 754-8213.

## **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:*

*C-105.2, SI-12, WC/DB-100 Affidavit, or WC/DB-101 Affidavit*

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, DB-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 POLICE OFFICE ROOFTOP HVAC UNIT REPLACEMENT

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 (with cost per yard also specified). Contractor will receive no amount in excess of the lump sum price submitted.

Bid Amount:

TOTAL COST: \$ \_\_\_\_\_

COST PER YARD (indicate N/S if appropriate) \$ \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

# **CONTRACT AND AGREEMENT**

## **TOWN OF LEWISTON POLICE OFFICE ROOFTOP HVAC UNIT REPLACEMENT PROJECT**

THIS AGREEMENT, made this \_\_\_\_\_ day of April, 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 Salada

**Police Chief, 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**

### **TOWN OF LEWISTON POLICE OFFICE ROOFTOP HVAC UNIT REPLACEMENT PROJECT**

#### **Set up and Mobilization**

- Provide rooftop and interior building safety measures during overhead work
- Provide parking lot safety measures during overhead work
- Remove debris and material from the site upon completion
- Coordinate storage of any materials with Police chief or designated Town Official
- Contractor responsible for Permits through Town of Lewiston Building Department

#### **Removal of Existing Unit**

- Remove Supply/Return Ducts from existing unit
- Disconnect electrical and natural gas connections to the existing unit
- Remove existing Rooftop Unit

#### **Installation of New Rooftop Unit**

- Provide 15 Ton rooftop unit, compatible with existing gas and electrical service
- Provide crane to remove and install unit
- Provide Curb adaptor if required, set height to roof flashing requirements
- Adapt electrical service to new unit
- Adapt gas line, support and replace existing shut off valve
- Paint gas line to prevent corrosion