



# Incorporated Village of Cedarhurst

200 Cedarhurst Avenue • Cedarhurst, NY 11516

☎ (516) 295-5770 • ✉ [village@cedarhurst.gov](mailto:village@cedarhurst.gov)

## BID PACKET

TI-2026-002

PARKING FIELD #10 EXPANSION PROJECT

Issued By:

Jacob Plaut Village Clerk-Treasurer  
Incorporated Village of Cedarhurst

Bid Submission Deadline:

February 2, 2026 at 3:00 p.m.  
Office of the Village Clerk-Treasurer  
Cedarhurst Village Hall  
200 Cedarhurst Avenue  
Cedarhurst, NY 11516

Opening and Reading of Sealed Bids:

February 2, 2026 at 8:00 p.m.  
Village Court and Hearing Room Cedarhurst  
Cedarhurst Village Hall  
200 Cedarhurst Avenue  
Cedarhurst, NY 11516

**INCORPORATED VILLAGE OF CEDARHURST  
PUBLIC NOTICE – INVITATION TO BID  
BID NO. TI-2026-002**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk-Treasurer of the Incorporated Village of Cedarhurst, 200 Cedarhurst Avenue, Cedarhurst, NY 11516, until February 2, 2026, at 3:00 p.m., for:

**PARKING FIELD #10 EXPANSION PROJECT**

The project consists of construction work associated with the expansion and improvement of Parking Field #10, including but not limited to site work, excavation, grading, drainage, pavement, curbing, concrete work, lighting, and all related appurtenances, in accordance with the contract drawings and specifications prepared by IMEG Corp., dated January 2025, and all addenda issued thereto.

Bid documents may be obtained at Village Hall, online at [cedarhurst.gov](http://cedarhurst.gov) or via email at [bids@cedarhurst.gov](mailto:bids@cedarhurst.gov).

All bids must be submitted in a sealed envelope clearly marked:  
“TI-2026-002 – Parking Field #10 Expansion Project”

Bids will be publicly opened and read aloud on February 2, 2026 at 8:00 p.m. at Village Hall.

A signed Statement of Non-Collusion and all other required documents must accompany each bid. This project is subject to New York State General Municipal Law §103 and New York State Labor Law Article 8 (Prevailing Wage). Bid security and performance and payment bonds will be required in the amounts specified in the bid documents.

The Village reserves the right to reject any and all bids, waive informalities, and accept the bid deemed most favorable to the Village.

By Order of the Board of Trustees  
Jacob Plaut, Village Clerk-Treasurer

# SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

## A. Overview

The work under this Contract consists of furnishing all labor, materials, equipment, tools, supervision, insurance, permits, and incidentals necessary to complete the Parking Field #10 Expansion Project for the Incorporated Village of Cedarhurst.

The project includes the construction of improvements and expansion to an existing municipal parking field and shall be completed in strict accordance with the contract drawings and technical specifications prepared by IMEG Corp., dated January 2025, together with all addenda issued by the Village.

The Contractor shall perform all work as a complete and operable project, including all incidental work reasonably inferred from the drawings and specifications, whether or not every such item is expressly shown or specified.

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## B. Contract Documents

The following documents are hereby incorporated into and made part of this Contract:

- This Bid Packet, including all Instructions to Bidders and Exhibits
- Contract Drawings titled “Village of Cedarhurst – Parking Lot 10 Expansion”, prepared by IMEG Corp., dated January 2025
- All addenda issued prior to bid opening
- The Contractor’s bid proposal and pricing forms
- The executed Agreement between the Village and the Contractor

In the event of a conflict, the Contract Documents shall be interpreted in the following order of precedence:

1. Executed Agreement
  2. Addenda
  3. Bid Packet and Specifications
  4. Drawings
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## C. General Scope of Construction

The work includes, but is not limited to, the following categories of construction:

- Mobilization and site preparation
- Surveying, layout, and construction staking
- Clearing, excavation, grading, and earthwork
- Installation of drainage structures and piping
- Concrete work including curbing, pads, and structures
- Asphalt pavement installation and restoration
- Installation of site lighting and associated electrical work
- Erosion and sediment control measures
- Utility coordination, protection, and adjustments
- Restoration of disturbed areas
- Final cleanup and demobilization

All work shall be performed in compliance with applicable Village, County, State, and Federal laws, codes, and regulations, including OSHA requirements.

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## D. Drawings Govern

The drawings govern the technical requirements of the project. Quantities shown or implied on the drawings are provided for bidder convenience only and do not relieve the Contractor of responsibility for verifying all field conditions prior to bidding.

The Contractor shall examine the site and all drawings before submitting a bid. Submission of a bid shall constitute acknowledgment that the Contractor:

- Has reviewed all drawings and specifications
  - Has visited the site or otherwise familiarized itself with site conditions
  - Has accounted for all labor, materials, and equipment required to complete the work
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## E. Means and Methods

The Contractor shall be solely responsible for:

- Construction means, methods, techniques, sequences, and procedures
- Site safety and protection of workers and the public
- Protection of existing facilities and utilities

Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility for safe and proper construction practices.

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## F. Utilities and Existing Conditions

Existing utilities shown on the drawings are approximate. The Contractor shall:

- Verify all utility locations prior to excavation
- Coordinate with utility companies as required
- Protect all existing utilities and facilities
- Repair or replace, at the Contractor's expense, any damage caused by its operations

The Contractor shall comply with all requirements of Dig Safely New York prior to excavation.

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## G. Permits, Approvals, and Inspections

The Contractor shall obtain and pay for all permits, approvals, inspections, and fees required to perform the work, unless specifically noted otherwise in the Contract Documents.

All work shall be subject to inspection by the Village and its designated representatives.

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## H. Work Schedule

The Contractor shall commence work upon receipt of a written Notice to Proceed issued by the Village and shall prosecute the work diligently to achieve substantial completion within the time specified in the Contract.

Work hours, sequencing, and any restrictions shall be coordinated with the Village.

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## I. Substantial Completion and Closeout

Upon completion of the work, the Contractor shall:

- Remove all debris, equipment, and temporary facilities
- Restore all disturbed areas
- Submit record drawings, warranties, and closeout documentation
- Request final inspection and acceptance by the Village

Final payment shall be contingent upon satisfactory completion of all work and submission of all required documentation.

# INSTRUCTIONS TO BIDDERS

## A. Submission Instructions

All bids must be submitted as follows:

- One (1) unbound original hard copy
- One (1) bound duplicate hard copy, clearly marked “COPY”
- One (1) PDF version submitted on a USB flash drive

All materials must be sealed in an envelope clearly labeled:

“TI-2026-002 – Parking Field #10 Expansion Project”

Bids must be received no later than February 2, 2026 at 3:00 p.m. at:

Village Clerk-Treasurer  
Incorporated Village of Cedarhurst  
200 Cedarhurst Avenue  
Cedarhurst, NY 11516

Late submissions will not be considered and will be returned unopened.

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## B. Questions and Clarifications

All questions or requests for clarification regarding this bid must be submitted in writing, either:

- In person or by mail to the Village Clerk-Treasurer’s Office, 200 Cedarhurst Avenue, Cedarhurst, NY 11516
- Or by email to [bids@cedarhurst.gov](mailto:bids@cedarhurst.gov) (Subject line: “Bid No. TI-2026-002 – Parking Field #10 Expansion Project – Question”)

Questions must be received no later than seven (7) days prior to the submission deadline.

All responses, interpretations, and clarifications will be issued only by written addendum and posted publicly on the Village website at: [www.Cedarhurst.gov/bid-questions](http://www.Cedarhurst.gov/bid-questions)

Verbal or phone inquiries will not be accepted. It is the sole responsibility of each bidder to review all posted responses and addenda prior to bid submission.

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## C. Site Inspection

Prior to submitting a bid, bidders may independently inspect existing site conditions at Parking Field #10 during normal hours.

In addition, bidders may request access to inspect conditions at 68 Washington Avenue by scheduling a site inspection by phone at (516) 814-2153 or by email at [bids@cedarhurst.gov](mailto:bids@cedarhurst.gov). Site inspections will be conducted between 7:00 a.m. and 3:00 p.m. Inspection requests shall be accommodated on a non-exclusive, first-come basis and made available to all interested bidders under the same terms.

Site inspections are optional and not a condition of bid responsiveness or award. No oral statements, explanations, or interpretations provided during any site inspection shall be binding. Bidders shall rely solely on the Contract Documents when preparing their bids.

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## D. Required Bid Contents

Exhibit A: Bid Proposal Form

A standard lump-sum bid form included in this packet. The form must be fully completed and signed and shall state the bidder's total price to perform all work required under the Contract Documents.

#### **Exhibit B: Performance and Labor & Material Bond Acknowledgement**

An acknowledgment that, if awarded the Contract, the bidder will furnish the required Performance Bond and Labor and Material Payment Bond in the amounts and form required by the Contract Documents prior to issuance of a Notice to Proceed.

#### **Exhibit C: Prevailing Wage Acknowledgment**

An acknowledgment that the project is subject to New York State Labor Law Article 8 and that the bidder agrees to comply with all prevailing wage and certified payroll requirements.

#### **Exhibit D: Statement of Non-Collusion**

A signed and dated non-collusion affidavit, as required by New York State General Municipal Law §103-d, certifying that the bid was prepared independently and without collusion.

#### **Exhibit E: Iran Divestment Act Certification**

In accordance with New York State Finance Law §165-a, each bidder must submit a signed statement certifying that the entity, and any person signing on its behalf, is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

#### **Exhibit F: Contract Acceptance**

A signature page will be included in the draft contract. Bidders must sign and return it with their submission, indicating their acceptance of the terms.

#### **Exhibit G: References**

The names and contact information for at least three (3) clients for whom the bidder has performed similar construction work within the past five (5) years. References may be municipal, public agency, or private clients.

#### **Exhibit H: Sealed Subcontractor List**

In compliance with Wicks Law, a list of all subcontractors performing electrical, plumbing, and HVAC work must be submitted with any bid. If any such work is being self-performed, indicate so on this form.

#### **Exhibit I: Additional Subcontractor List**

Identification of any subcontractors the bidder intends to use, including the scope of work to be performed. Submission is required only if subcontractors are proposed at the time of bid.

#### **Exhibit J: Addenda Acknowledgment**

If the Village issues any addenda to the bid packet prior to the due date, bidders must acknowledge receipt of each addendum by signing and submitting the provided acknowledgment form(s).

Proof of insurance is not required at the time of bid submission and shall be provided by the successful bidder prior to contract execution and issuance of a Notice to Proceed.

# AGREEMENT FOR CONSTRUCTION SERVICES

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

THIS AGREEMENT (the “Agreement”) made the \_\_\_\_ day of \_\_\_\_ 2026 between the Incorporated Village of Cedarhurst having its principal office at 200 Cedarhurst Avenue, Cedarhurst, New York 11516 (“Village”) and \_\_\_\_\_, a New York \_\_\_\_\_ having its office at \_\_\_\_\_ (“Contractor”).

## WITNESSETH:

In consideration of the sum of Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Wherever the words defined in this article, or pronouns in place of them occur in this Agreement or in the specifications forming a part of it, they shall have the meaning stated below:

The term “Board” shall mean the Board of Trustees of the Village.

The term “Inspector” shall mean any person appointed by the Board of Trustees, and acting in the capacity of an inspector of the Work within the scope of the duties entrusted to him/her. If the Board does not appoint an Inspector, the term “Inspector” shall mean the Board.

The term “Work” shall mean the project described in this Agreement including all labor, materials, permits, equipment, supplies and services required for the complete and satisfactory performance of the same.

Wherever the words “as directed”, “as appointed”, “as required”, or words of like import are used, it shall be understood that the direction, requirements or permission of the Board or Inspector is intended; and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean approved by, acceptable or satisfactory to the Board or Inspector.

2. AGREEMENT. The Contractor agrees to construct the Work in accordance with this Agreement. The Contractor shall construct, complete and finish same in a thorough, workmanlike manner in every respect to the satisfaction and approval of the Board and Inspector, in the manner and within the time hereinafter limited, and in strict conformance with the proposal, specifications and plans referred to in this Agreement, which proposal, specification and plans are hereby made a part of this Agreement, as fully as if the same were repeated at length herein.
3. SPECIFICATIONS AND PLAN SUPPLEMENTARY. The said proposal, specifications and plans are intended to supplement each other, and together constitute one complete set of specifications and plans, so that any Work exhibited in the one and not in the other shall be executed just as if it has been set forth in both, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by the Board and the Inspector. Should anything be omitted from the specifications and plans which is necessary to a clear understanding of the Work, the Contractor shall promptly notify the Inspector.
4. INSPECTOR’S DECISION. All Work under this Agreement shall be done to the satisfaction of the Inspector, who shall determine the amount, quality, acceptability and fitness of the several items of work, labor and materials, which are to be supplied and performed by the Contractor. In case of any ambiguities among the proposal, plans, specifications or this Agreement, the matter must be

immediately submitted to the Inspector, who shall adjust same and the decision in relation thereto shall be final and conclusive upon the parties, it being the intention of the parties that the highest quality and performance are intended.

5. SUPERVISION AND INSPECTION. It is agreed that the Board, at its pleasure, may appoint and employ, at its own expense, such persons as may be necessary, who are to act as one or more Inspectors for the purpose of supervising the materials furnished and the work done as the Work progresses. Such persons shall have unrestricted access to all parts of the Work and to other places at and in which the preparation of the materials and other parts of the Work to be done under this Agreement are carried on and conducted. The Contractor shall give the Inspector all facilities and assistance required to carry out their supervision and inspection, provided, however, that such inspection shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans, specifications and this Agreement. Any Work deemed defective by the Inspector shall be corrected and replaced by the Contractor free of all expense to the Village whenever so ordered by the Board.
6. OBLIGATION OF CONTRACTOR. It shall be at the Contractor's expense and cost to provide any and all manner of labor, materials, appliances, utensils, tools, machinery, disposal, transportation and cartage and whatever else may be required of every description necessary to do and complete the Work and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof.
7. DEFENSE OF SUIT. In case any claim, action or suit may or shall be brought against the Village or any of its representatives or agents in connection with or arising out of the Work or this Agreement, the Contractor shall indemnify, defend and save harmless the Village and its representatives, agents and servants of and from any and all loss, cost, damage, expense, judgment or decrees, including reasonable attorneys fees, arising out of or in connection with such claims, actions or suits. This indemnification shall survive the termination of this Agreement.
8. PERMITS, LAWS AND ORDINANCES. The Contractor shall keep fully informed of all existing and current ordinances and regulations and Village, Town, County, State and United States laws and regulations in any way limiting or controlling the actions or operation of those engaged upon the Work affecting the materials and labor supplied to or by Contractor. The Contractor shall at all times observe and comply with all laws, and regulations and shall defend, indemnify and hold harmless the Village, its representatives and agents, against any claim or liability arising from or based on any violations of the same, and shall take out and carry appropriate employer's liability insurance and public liability insurance. The Contractor shall obtain and pay for all necessary permits and pay all fees required.
9. ASSIGNMENT OF CONTRACT. The Contractor shall have no right or power to assign this Agreement, in whole or in part, nor to assign any right arising, or monies due or to grow due thereunder, without formal written approval of the Village. Any purported assignment of this Agreement or subcontracting of the Work without such approval shall be null and void.
10. MODIFICATIONS. The Contractor agrees that the Board reserves the right to modify, to the extent herein provided, the arrangement, character, grade or size of the Work whenever in its opinion it shall deem necessary or advisable to do so. The Contractor shall and will accept such modification when ordered in writing by the Board through the Inspector and the same shall not vitiate or void this Agreement. Any such modifications so made shall not subject the Contractor to increased expense without equitable compensation, which shall be determined by the Inspector. If such modification results in a decrease in the cost of the Work involved, an equitable deduction from the contract price, to be determined by the Inspector, shall be made. The Inspector's determination of any such additional compensation or any such deduction shall be based upon the terms of this Agreement, when applicable.

11. EXTRA WORK. The Contractor shall and will do any work and furnish any materials not herein provided which, in the opinion of the Inspector, may be found necessary or advisable. All extra work and materials shall be ordered in writing by the Inspector and authorized by the Board and in no case will any work or materials in excess of the amount shown or arranged be paid for.

The Contractor shall give the Inspector access to all accounts, bills, payrolls and vouchers related to extra work and agrees to file a statement in writing of the actual cost of the claim fully itemized before the 15<sup>th</sup> day of the month following that during which each specific order was complied with or in lieu thereof, the Inspector may approve payment at a price agreed upon between the Inspector and the Contractor, and authorized by the Board.

The Contractor further agrees to furnish the Inspector with a statement in writing detailing the extra work so ordered and stipulating the agreed price, which shall include all the labor and materials necessary for the proper completion of the Work, which shall be valid only when acknowledged and agreed to by the Inspector and authorized by the Board.

12. PAYMENT. The Village, in consideration of the faithful performance by the Contractor, its covenants, promises and agreement herein contained, agrees to pay the Contractor for the full compensation by and within the time herein specified and limited and to the satisfaction and approval of the Inspector. The price stipulated in the said proposal hereto attached, such payment to be made at the time and the manner and upon the conditions herein expressly provided. The Village also agrees to pay in addition such amount as may be agreed upon for modifications in accordance with this section and for extra work in accordance with Section 11 hereof.
13. LIABILITY OF CONTRACTOR FOR EMPLOYEES. Each and every employee of the Contractor, and each and every employee of the sub-contractors engaged in the Work, shall for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Village. The Contractor shall in no manner be relieved from the responsibility or liability on account of any fault or delay in the execution of the Work, or any part thereof, by any such employee, or any such employer, or any such sub-contractor, or any material supplier whatsoever.
14. NO WAIVER OF RIGHTS. No certificate given or payment made under this Agreement shall be evidence of the performance of this Agreement either wholly or in part, and no payment shall be construed to be an acceptance of defective Work or improper materials. No act of the Board or of the Inspector or of any representative of either of them in superintending or directing the Work, not any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or of materials used therein or therefore, either wholly or in part, but such acceptance shall be evidenced only by the final certificate of the Village.
15. VERBAL STATEMENT NOT BINDING. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Contractor, the Inspector and the Village, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, this Agreement.
16. RELEASE OF LIABILITY. The acceptance by the Contractor of payment shall operate as and shall be a release to the Village and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the Village and the Inspector.
17. INSURANCE REQUIRED. The Contractor shall procure and shall maintain all of the insurance required as set forth until final acceptance of all the Work.

The Contractor shall not commence work under this Agreement until all required insurance has been obtained, including required insurance for each subcontractor. The Contractor shall supply certificates of insurance to the Village before commencing Work. Such certificates shall be in a form satisfactory to the Village and shall contain a provision that the policy shall not be changed or canceled and that it shall be automatically renewed upon expiration and continued in force until final acceptance unless the Village is given thirty (30) days' notice by Certified Mail return Receipt Requested. Upon request, the Contractor shall furnish the Village with a certified copy of each policy.

All insurance required to be procured and maintained as aforesaid must be procured.

The Contractor and each subcontractor shall provide and maintain the following insurance with limits of liability not less than as required by law or the limits stated below, whichever is greater: (a) workers compensation and employers' liability insurance to the extent required by statutory law; (b) automobile liability insurance in the amount of \$2,000,000 combined single limit, covering all owned, non-owned and hired vehicles; (c) commercial general liability insurance in an amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate, written on an "occurrence" basis; (d) umbrella liability coverage in the amount of \$5,000,000; (e) professional liability insurance in an amount of \$1,000,000 per claim for licensed professionals engaged in the work; and (f) pollution liability insurance in an amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, for any work involving the use, handling, removal, transportation, disposal, or abatement of any hazardous materials or petroleum products. The Contractor shall provide to the Village certificates confirming the foregoing insurance is in full force and effect, as well as updated certificates of insurance prior to the expiration of any policies. All policies of liability insurance shall name the Village as an additional insured ("Additional Insured"), on a primary, non-contributory basis, for both ongoing and completed-operations coverage. The Additional Insured coverage under the General Liability policy shall be provided using ISO Endorsements CG 20 10 and CG 20 37 or their material equivalents. Should any policies required herein contain any SIR or deductible, the Contractor acknowledges and agrees that it will be solely responsible for the satisfaction of any deductibles and/or SIRs on behalf of itself and all Additional Insureds. All policies shall be procured from an insurance company authorized to do business in the State of New York having a policyholder's rating of at least "A-" (Excellent) and a financial rating of "VII" as per the most recent Best's Insurance Rating Guide. All policies shall be endorsed to include waiver of subrogation. Contractor shall immediately notify the Village if any of the coverages provided for herein are canceled, reduced, or no longer in force and effect.

18. PROJECT SCOPE. The Work to be performed by the Contractor pursuant to this Agreement is to construct a parking lot expansion in accordance with Cedarhurst Bid Packet TI-2026-002.
19. LIENS. All payments received by the Contractor as payment for labor, professional services, materials, machinery, fixtures, equipment, tools or other items in connection with the Work shall be deemed for all purposes to be received in trust and shall be held by the Contractor for the benefit of the person or entities furnishing such labor, professional services, materials, machinery, equipment, fixtures, tools, or other items and such monies shall neither be diverted nor used for any purpose other than to satisfy the claims of such persons and shall be paid when due to the person or persons entitled thereto. The Contractor recognizes that the Village will be damaged by the Contractor's breach of this trust agreement, therefore, it is agreed that the Village shall be deemed a beneficiary of the trust. The Contractor agrees that no mechanic's lien or other claim or claims shall be filed or maintained by the Contractor against the Village on account of any work done or materials furnished under this Agreement. The Contractor shall promptly pay all bills and charges for its materials and labor and shall hold the Village free and harmless from any liens, stop notices, or bonded stop notices arising from Work.

20. FIELD CONDITIONS. The Contractor warrants and represents that the Contractor has made all field measurements of the Work and is aware of all conditions and requirements for the proper completion of the Work. The Village shall not be liable for any unforeseen conditions. The Contractor shall comply with all “call before you dig” and “markout” requirements, and coordination.
21. STANDARDS. The Contractor warrants that all work, labor and materials for the Work shall be performed and supplied in accordance with the highest standards of good workmanship and quality. The Contractor shall be solely responsible for preventing injury, damage, or loss to persons or property resulting from the Contractor’s operations and work. All Work shall be subject to final inspection and approval by the Village.
22. SAFETY AND TRAFFIC. The Contractor shall at all times provide proper warnings, barricades, trench covers, danger signals, covered lights, traffic and safety controls, and all other measures and devices necessary to prevent injury, damage or loss to: (a) the employees, independent contractors, invitees, licensees, agents, and representatives of the Village, the Contractor, and other persons who may be affected thereby and their respective personal property; (b) the Village’s property, including the Work itself, and the materials and other property of other trades; and (c) property adjacent to the Work that may be damaged by the work. The Contractor shall maintain a safe working environment, in full compliance with all applicable federal, state and local statutes, rules, regulations, ordinances and other laws relating to occupational health and safety and drugs in the work place. At all times during progress of the Work, the Contractor shall have competent supervision on the Work with authority to act on behalf of the Contractor. The Contractor shall immediately remove from the Work any employee whom Village deems objectionable or that appears to be under the influence of drugs or alcohol.
23. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village and its elected officials, officers, trustees, employees, representatives, agents, invitees and licensees (individually and collectively referred to as “Village Indemnitees”), for, from and against any and all liens, claims, demands, causes of action, damages (compensatory and consequential), judgments, fines, penalties, settlements and all other losses arising from the performance or nonperformance of this Agreement (and all attorneys’ fees, consultant fees, expert fees, court costs and expenses incurred by the Village in the evaluation, settlement and satisfaction thereof. This indemnity is in addition to and shall not be deemed to limit any other indemnity given by the Contractor, and extends to the maximum extent permitted by law, and includes, but is not limited to, any claim of any kind, nature or description whatsoever, whether sounding in tort, contract (including breach of this Agreement), equity, the alleged violation of a civil or criminal law, or any other theory of liability, and whether the Claim is based on an alleged death, personal injury, sickness, property damage (including property damage to the Work), patent infringement, copyright infringement, loss of use and all other economic loss, release of a petroleum byproduct or other substance regulated by applicable law, legal violations or other claimed damages. This indemnity shall extend to the fullest extent permitted by law and shall be enforceable even if the Village’s active or passive conduct was partly responsible for the Claim, but Contractor shall not be required to indemnify the Village to the extent of Claims resulting from the sole negligence or fault of the Village. This indemnity shall apply without regard to whether the Claim is asserted by a public or private claimant and whether in an investigative, judicial or administrative proceeding, civil or criminal. The Contractor’s obligations under this indemnity shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen’s compensation acts, disability benefit acts or other employee benefit acts. This indemnity shall survive the completion of the work and the termination of this Agreement.
24. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is an independent contractor and is not an agent or employee of the Village.

25. ASSIGNMENT. The Contractor may not assign this Agreement or subcontract any part of the Work without the Village's written consent in each instance.
26. WARRANTY.
- (a) In addition to any other warranties in this Agreement, the Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the Work.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Village-owned or controlled real or personal property, when that damage is the result of (i) the Contractor's failure to conform to contract requirements; or (ii) any defect of equipment, material, workmanship furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Village shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Agreement, the Contractor shall: (i) obtain and provide the Village with all warranties that would be given in normal commercial practice; (ii) require all warranties to be executed, in writing, for the benefit of the Village; and (iii) cooperate with the Village to enforce all warranties for the benefit of the Village.
- (g) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.
27. PREVAILING WAGE. Contractors and each subcontractor working under this Agreement is subject to labor standards under State Labor Law, including but not limited to prevailing wage requirements pursuant to Labor Law § 220, and may be subject to additional labor requirements under applicable local laws. Contractor shall pay all workers and have all subcontractors pay all workers the prevailing New York State Wage Rates and supplements or local wage rates and supplements, whichever is higher. The Contractor shall provide statutory benefits for disability benefits, workers compensation, unemployment insurance and social security. The Village may conduct on-site interviews with all workers to verify payments of prevailing wage rates are enforced. For the current Prevailing Wage Schedule, refer to the New York State Department of Labor's website at: <http://www.labor.state.ny.us/>
28. MISCELLANEOUS. All negotiations and agreements prior to the date of this Agreement are merged herein, and there are no contracts, verbal or otherwise, other than those contained herein. This Agreement may only be modified in writing signed by the parties. In the event the Village shall, one or more times, waive a covenant or condition of this Agreement, the Village shall not be deemed to have consented to any further waiver, modification or breach of the same or any other covenant or condition. Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such documents and instruments, as shall be reasonably requested to carry out the provisions, intent and

purpose of this Agreement. Time is of the essence for the performance of the Work as specified herein, subject to extension for force majeure for events beyond the Contractor's reasonable control.

Incorporated Village of Cedarhurst

By: \_\_\_\_\_  
Benjamin Weinstock, Mayor

Contractor

By: \_\_\_\_\_  
Name:

Title:

# Exhibit A: Bid Proposal Form

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

Bidders must complete all fields below. This form must be submitted with the bid package.

## 1. Base Bid (Lump Sum)

**Base Bid Amount:**

\$ \_\_\_\_\_

(Written amount): \_\_\_\_\_

The Base Bid shall include all work shown on the drawings and specified in the Contract Documents.

## 2. Bidder Information

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

## 3. Signature and Certification

By signing below, the bidder certifies that the above Base Bid is accurate, binding, and submitted in compliance with the requirements of the bid documents. The bidder further acknowledges that, if awarded the Contract, the bidder will execute the Contract and furnish all required bonds, insurance, and documentation within the time required by the Village.

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit B: Performance and Labor & Material Bond

## Acknowledgement

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

The successful bidder shall, as a condition of contract execution and prior to issuance of a Notice to Proceed, furnish one bond covering performance of the work and payment of labor and materials, issued by a surety authorized to do business in the State of New York and acceptable to the Village.

Bond Amount:

The combined Performance and Labor & Material Payment Bond shall be in an amount equal to one hundred percent (100%) of the total bid price.

The bond shall guarantee:

- The faithful performance of all work required under the Contract Documents; and
- Payment to all subcontractors, laborers, and material suppliers furnishing labor, materials, equipment, or services for the Project, as required under New York State law.

The bond shall remain in full force and effect until final completion and acceptance of the work and satisfaction of all claims.

Failure to submit the required bond within the time specified by the Village shall constitute grounds for withdrawal of the award and award to the next lowest responsible bidder.

### Acknowledgement

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit C: Prevailing Wage Acknowledgement

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

This project is subject to the prevailing wage requirements of New York State Labor Law, Article 8. The Contractor shall pay and provide all labor, wages, and supplements in accordance with the applicable NYS Department of Labor Prevailing Rate Case (PRC) Number assigned to this project.

## Project Location:

Parking Field #10, Washington Avenue, Village of Cedarhurst - Nassau County, New York

PRC Number: 2026000053

## Contractor Responsibilities:

- Contractor must comply with the wage and supplement rates in effect for Nassau County under the applicable PRC.
- Certified payrolls must be submitted with each invoice.
- The applicable wage schedule must be posted at the job site as required by NYS Labor Law.
- The Contractor shall maintain all necessary records and cooperate with any audit or investigation by the NYS Department of Labor.

To view the full wage schedule, visit:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1601727>

or go to <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt> and search “2026000053”

Failure to comply with these requirements may result in suspension of payment, contract termination, and/or penalties under NYS law.

## Acknowledgment

I hereby acknowledge that I have reviewed and understand the prevailing wage requirements described above and agree to comply with all applicable provisions under New York State Labor Law.

I further certify, under penalty of perjury, that my company is not currently listed on the New York State Department of Labor Bureau of Public Work Debarment List and is not barred from bidding on or performing public work in the State of New York.

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit D: Statement of Non-Collusion

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

In accordance with Section 103 of the New York State General Municipal Law, every bid submission must contain the following statement, subscribed and affirmed by the offeror as true under the penalties of perjury:

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

1. The prices in this offer 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.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

## Acknowledgment

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit E: Iran Divestment Act Certification

Incorporated Village of Cedarhurst  
Bid No. TI-2026-002 – Parking Field #10  
Expansion Project

Pursuant to Section 165-a of the New York State Finance Law, every bid made to the Village must contain the following statement, subscribed and affirmed by the bidder as true under the penalties of perjury:

By submission of this bid, each 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

## Acknowledgment

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit F: Contract Acceptance

Incorporated Village of Cedarhurst  
Bid No. TI-2026-002 – Parking Field #10  
Expansion Project

This form must be submitted with the bid. Failure to sign and return this page may render the bid non-responsive.

## ACKNOWLEDGMENT AND ACCEPTANCE OF CONTRACT TERMS

The undersigned hereby certifies that:

1. I have received and reviewed the standard contract included in the bid packet for Bid No. TI-2026-002 – Parking Field #10 Expansion Project issued by the Incorporated Village of Cedarhurst.
2. I understand and agree that, if awarded the contract, my firm will execute the Village's standard contract without modification, subject only to the insertion of project-specific information (e.g., pricing, dates).
3. I understand that execution of the contract is a condition of award, and that failure to execute the contract may result in disqualification and forfeiture of award.

## Acknowledgment

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit G: References

Incorporated Village of Cedarhurst  
Bid No. TI-2026-002 – Parking Field #10 Expansion Project

Bidders must provide the names and contact information for at least three (3) clients for whom similar construction work has been performed within the past five (5) years.

Relevant experience includes, but is not limited to, municipal or commercial site work, parking lot construction or reconstruction, paving, drainage, concrete, and associated site improvements.

References may include municipalities, public agencies, private property owners, or commercial clients.

The Village reserves the right to contact any or all references to verify past performance.

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## Reference #1

Client Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Location / Project Site: \_\_\_\_\_ Title: \_\_\_\_\_

Describe Work Performed: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

## Reference #2

Client Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Location / Project Site: \_\_\_\_\_ Title: \_\_\_\_\_

Describe Work Performed: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

## Reference #3

Client Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Location / Project Site: \_\_\_\_\_ Title: \_\_\_\_\_

Describe Work Performed: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

\_\_\_\_\_  
Initial

# Exhibit H: Sealed Subcontractor List

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

- This Exhibit is submitted pursuant to New York State Labor Law Article 8 and the Wicks Law requirements applicable to public work projects below the statutory monetary threshold.
- Each bidder must submit this form with the bid, whether subcontractors are proposed or the work will be self-performed.
- The bidder shall identify each subcontractor proposed for plumbing, HVAC, and electrical work, together with the dollar amount to be paid to each subcontractor. If the bidder intends to self-perform any trade, the bidder shall clearly indicate “SELF-PERFORMED.”
- This list shall be sealed, shall be open to public inspection, and may not be changed after bid opening except as permitted by law upon a finding by the Village of a legitimate construction need.

## Electrical Subcontractor Information

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Dollar Amount to be Paid: \$ \_\_\_\_\_

## Prevailing Wage Compliance

All subcontractors performing work covered under this contract are subject to the requirements of New York State Labor Law Article 8, including payment of prevailing wages and submission of certified payrolls. The Contractor is responsible for ensuring full compliance by all subcontractors and lower-tier subcontractors. Failure to comply may result in penalties, withholding of payment, or contract termination.

## Certification

By signing below, I certify that the subcontractor information listed above is complete and accurate. I further certify that no substitutions or changes to this list shall be made except as permitted by law and approved in writing by the Village. All subcontractors listed, and all self-performed work, shall comply fully with New York State prevailing wage requirements and all applicable labor laws.

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit I: Additional Subcontractor List

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

- This Exhibit is intended to identify all subcontractors other than those listed in Exhibit I (Sealed Subcontractor List) who the bidder proposes to use for the performance of the Work.
- Submission of this Exhibit does not modify or supersede the requirements of Exhibit I. Subcontractors listed herein are subject to Village approval and must comply with all applicable contract requirements, including prevailing wage laws.
- If no additional subcontractors are proposed, the bidder shall indicate “NONE” and submit this form.
- Subcontractors not identified at bid time may be proposed post-award, subject to Village approval.

## Subcontractor Information

Subcontractor #1

Company Name: \_\_\_\_\_

Scope of Work (trade): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Subcontractor #2

Company Name: \_\_\_\_\_

Scope of Work (trade): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Attach additional sheets if necessary*

## Prevailing Wage Compliance

All subcontractors performing work covered under this contract are subject to the requirements of New York State Labor Law Article 8, including payment of prevailing wages and submission of certified payrolls. The Contractor is responsible for ensuring full compliance by all subcontractors and lower-tier subcontractors. Failure to comply may result in penalties, withholding of payment, or contract termination.

## Certification

By signing below, I certify that the subcontractor(s) listed above will be used in connection with this bid, and that all information provided is accurate and complete. I further acknowledge that no subcontractor may perform work under this contract without the prior written approval of the Village, and that all subcontractors will comply with applicable prevailing wage requirements. The Village reserves the right to request additional documentation or reject any subcontractor.

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit J: Addenda Acknowledgment

Incorporated Village of Cedarhurst

Bid No. TI-2026-002 – Parking Field #10 Expansion Project

The undersigned bidder hereby acknowledges receipt of the following addenda issued by the Incorporated Village of Cedarhurst in connection with this bid and confirms that all such addenda have been reviewed and incorporated into the bid proposal.

**Addendum No.**

**Date Issued**

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By signing below, the bidder certifies that the bid submitted reflects all requirements, clarifications, revisions, and modifications contained in the addenda listed above.

Signature: \_\_\_\_\_

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_