Incorporated Village of Cedarhurst

200 Cedarhurst Avenue • Cedarhurst, NY 11516
☎ (516) 295-5770 • ✉ village@cedarhurst.gov

BID PACKET

PR-2026-001

ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

Issued By:

Jacob Plaut Village Clerk-Treasurer
Incorporated Village of Cedarhurst

Bid Submission Deadline:

April 6, 2026 at 3:30 p.m.
Office of the Village Clerk-Treasurer
Cedarhurst Village Hall
200 Cedarhurst Avenue
Cedarhurst, NY 11516

Opening and Reading of Sealed Bids:

April 6, 2026 at 4:00 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. PR-2026-001

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 April 6, 2026, at 3:00 p.m., for:

ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

The project consists of the removal and replacement of approximately 2,200 square feet of existing poured-in-place rubber safety surfacing in two designated playground areas at Andrew J. Parise Park, including all labor, materials, equipment, disposal, sub-base inspection, preparation, and installation of a new poured-in-place rubber safety surfacing system meeting applicable ASTM, ADA, and CPSC standards.

Bid documents may be obtained at Village Hall, online at cedarhurst.gov or via email at bids@cedarhurst.gov.

All bids must be submitted in a sealed envelope clearly marked:
“Bid – Andrew J. Parise Park Rubber Surfacing Replacement – PR-2026-001”

Bids will be publicly opened and read aloud on April 6, 2026, at 4:00 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). 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.

Dated: February 27, 2026

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

SCOPE OF WORK AND 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 ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT for the Incorporated Village of Cedarhurst.

The work consists of a replacement-in-kind installation of poured-in-place rubber safety surfacing in two existing playground areas. The Contractor shall perform all work as a complete and operable project, including all incidental work.

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
- All addenda issued prior to bid opening
- The Contractor's bid proposal and pricing forms
- The executed Agreement between the Village and the Contractor

No construction drawings are included for this project. The Work is a replacement-in-kind based on existing field conditions.

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

C. General Scope of Construction

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

- Mobilization and site preparation for two designated playground areas
- Removal and lawful disposal of existing poured-in-place rubber safety surfacing
- Surface preparation of existing sub-base, including cleaning and minor repairs necessary to receive new surfacing
- Installation of a poured-in-place rubber safety surfacing system, including:
    - Base layer consisting of recycled SBR rubber
    - Wear layer consisting of EPDM rubber
- Installation to required thickness to meet critical fall height requirements for existing playground equipment
- Layout and installation of colors and patterns as approved by the Village
- Protection of adjacent playground equipment, structures, and site features during construction
- Temporary barricading and protection of work areas during installation and curing
- Coordination with the Village to maintain safe public access to unaffected portions of the park
- Final cleaning of the work areas and removal of all construction debris
- Restoration of any disturbed adjacent areas resulting from construction activities

All work shall be performed in compliance with applicable Village, County, State, and Federal laws, codes, and regulations, including OSHA requirements, and shall meet all applicable ASTM, ADA, and CPSC playground safety standards.

D. 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.

E. Existing Conditions

The Contractor acknowledges that the Work is to be performed within an active public park and shall verify all site conditions prior to commencing work.

The Contractor shall:

- Field verify existing conditions, dimensions, and surface areas
- Protect all existing playground equipment, structures, and adjacent improvements
- Repair or replace, at the Contractor's expense, any damage caused by its operations

No excavation is anticipated; however, the Contractor shall comply with all applicable "call before you dig" requirements if any subsurface work is required.

The project is a replacement-in-kind. The Village makes no representation as to the condition of the existing sub-base. Minor surface preparation shall be included in the base bid. Any major sub-base repairs shall be subject to written authorization as extra work.

F. Permits, Approvals, and Inspections

The Contractor shall obtain and pay for all permits, if any are required for this scope of work, unless specifically noted otherwise in the Contract Documents.

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

G. 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.

The Contractor shall coordinate all work with the Village to minimize disruption to park operations and shall not close or restrict access to areas beyond the designated work zones without prior approval. Work hours, sequencing, and any restrictions shall be coordinated with the Village.

H. Installation Conditions and Weather

The Contractor shall install poured-in-place surfacing only under weather conditions acceptable to the manufacturer. Installation shall not occur during precipitation or when temperatures are outside manufacturer-recommended limits.

I. Curing and Protection

The Contractor shall protect all installed surfacing during the curing period. Work areas shall be securely barricaded and shall not be opened to public use until approved by the Village.

J. Substantial Completion and Closeout

Upon completion of the work, the Contractor shall:

- Remove all debris, equipment, and temporary facilities
- Restore all disturbed areas
- Submit warranties, and closeout documentation
- Provide manufacturer warranty and installation warranty documentation
- Provide fall height certification and ASTM compliance 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:

“PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT”

Bids must be received no later than April 6, 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.

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 *(Subject line: “Bid No. PR-2026-001 – ANDREW J. PARISE PARK – 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/village-bids/

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.

C. Site Inspection

Prior to submitting a bid, bidders may independently inspect existing site conditions at the playground at Andrew J. Parise Park.

> 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. Submission of a bid shall constitute acknowledgment that the bidder has examined the site conditions and is fully informed as to all conditions affecting the Work.

D. Required Bid Contents

Each bid submission must include the following completed and signed documents:

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: 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 C: 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 D: 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 E: 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 F: 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 G: Subcontractor List

Identification of any subcontractors the bidder intends to use, including the scope of work to be performed.

Exhibit H: 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.

E. Responsibility of Bidders

The Village reserves the right to reject any bid if the bidder is determined to be non-responsible. In evaluating responsibility, the Village may consider:

- Experience with similar playground surfacing installations
- Qualifications of personnel
- Past performance on public works projects
- Financial capability
- Compliance with prevailing wage requirements

The Village may request additional information from any bidder to determine responsibility.

AGREEMENT FOR CONSTRUCTION SERVICES

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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 _____ qualified in New York, having its office at _____ ("Contractor").

W I T N E S S E T H:

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 escribed 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 supply and install the playground surfacing, also known as 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. 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.

5. 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 written approval of the Village.

6. PAYMENT. The Village, in consideration of the faithful performance by the Contractor, their 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 $1,000,000 combined single limit, covering all owned, non-owned and hired vehicles; (c) commercial general liability insurance in an amount of $1,000,000 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 polices 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.

12. 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.

13. 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 Village shall comply with all "call before you dig" and "markout" requirements, and coordination.

14. 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.

15. GUARANTY. Contractor guarantees that all Work, labor and materials shall be free of hazardous materials and conditions, shall remain in good appearance and condition and shall be free from defects in materials and workmanship for 5 years following completion. Contractor shall assign all manufacturers' and subcontractors' warranties to the Village.

16. SAFETY. The Contractor shall at all times provide proper warnings, barricades, trench covers, danger signals 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.

17. 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.

18. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is an independent contractor and is not an agent or employee of the Village.

19. PREVAILING WAGE. Contractor 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/

20. 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. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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 specified in the Contract Documents.

2. Bidder Information

Legal Name of Entity _____

Type of Entity (Corp/LLC/etc.) _____

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 insurance, and documentation within the time required by the Village.

Signature: _____ Print Name: _____

Date: _____ Company Name: _____

Title: _____

Exhibit B: Prevailing Wage Acknowledgement

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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: 2026007857 - RUBBER SURFACING REPLACEMENT

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=1611279

or go to https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt and search “2026007857”

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 C: Statement of Non-Collusion

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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: _____ Print Name: _____

Date: _____ Company Name: _____

Title: _____

Exhibit D: Iran Divestment Act Certification

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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 E: Contract Acceptance

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT 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 F: References

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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.

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.

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 G: Subcontractor List

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

- 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 H: Addenda Acknowledgment

Incorporated Village of Cedarhurst
Bid No. PR-2026-001 – ANDREW J. PARISE PARK – PLAYGROUND RUBBER SURFACING REPLACEMENT

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**
_____	_____
_____	_____
_____	_____
_____	_____

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: _____