

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accordance with these Instructions to Bidders.

1. The Work will be performed at 774 Main St., Cairo, NY 12413.
2. The work is as follows: complete clearing, grubbing, stump complete removal from the site, removal of any and all found debris, concrete etc found during the clearing process. All items to be removed from the site and disposed of in a legal manner, Site is to be graded back to the original grades at the start of work ready for new construction to begin

1. TYPE OF CONTRACTS

The Work of this Project will be let in one (1) prime contract.

1. Contract No. 1 - Site Work

Responsibilities assigned to the Prime Contractor and the scope of the Work included in that contract is clearly identified in the Specifications

3. TIME SCHEDULE

It is the intent of the Owner to award the Contracts for the Work on or about two (2) weeks after receipt of bids. Immediately upon receipt of Notice of Award of Contract from Owner, Contractors shall begin preparing required bonds, insurance certificates and other required submittals. Work may be performed at the site only upon receipt of written authorization (Notice to Proceed) from Owner and after the approval of the required submissions.

The anticipated Notice to Proceed/start of construction date is as indicated in the Project Milestone Schedule included at the end of Section 011000 "Summary."

The Work shall be Substantially Complete on or before the date(s) indicated in the Project Milestone Schedule included at the end of Section 011000 "Summary." It is extremely important that the Owner assume its full use of the buildings and sites on the completion date(s) specified.

4. QUALIFICATIONS OF BIDDERS

The Owner may make such investigation as it deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. The Owner reserves the right to disqualify any prospective bidder or to reject any bid.

5. DOCUMENTS

Bidders may obtain the Bid Documents starting January 20, 2026 Bidders should download the files through the greenecountyny.gov website. There is no cost to download the bid package

6. EXAMINATION

Bidders shall carefully examine the Bid Documents and the existing site to obtain first-hand knowledge of existing conditions and to verify conditions under which work will be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the construction set forth in his bid. Submission of a Bid will be considered conclusive evidence that a bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the Contract Documents, applicable laws and codes, the state of labor and material markets, and has made due allowance in his bid for contingencies that may arise, whether or not so stated.

7. QUESTIONS

Should a bidder find discrepancies in, or omissions from the drawings or any Contract Documents, or should he be in doubt, as to their meaning, or should he find provisions of any law or applicable code conflicting with provisions of the Contract Documents, he shall at once notify the Architect in writing, who will endeavor to issue the necessary clarifications or revisions to prospective bidders by means of an Addendum. Such Addendum, as part of the Contract Documents, shall be binding on all bidders. It shall be the duty of each bidder to make certain that he has received or provided himself with copies of all Addenda. Bids will be conclusively presumed to be based upon all Addenda issued up to the time of the opening of Bids, regardless of whether or not a copy of each Addendum is actually in the possession of the bidder

Prospective bidders may request clarifications of the Bid Documents from the Construction Manager by contacting August H. Freemann Sr. at august@freemannpms.com All questions must be submitted in writing, no phone calls will be accepted. All correspondence must be addressed to subject line "H-140 Greene County Community Services Building Clearing".

Inquiries received over the phone will not be answered. All information will be relayed to bidders by written addenda. Neither the Owner nor the Architect will be responsible for any oral instruction or clarification to any persons whatsoever. Questions received less than five (5) calendar days prior to the bid opening date cannot be answered.

If a bidder, prior to submitting a Bid, fails to give notification to the Architect of the existence of any such discrepancies, omissions, ambiguities, errors, or conflicts, he shall comply with the interpretations or directions given by the Architect in resolving same, without claiming extra costs

8. INTERPRETATION OF BID DOCUMENTS

If, in the interpretation of Bid Documents, requirements within the Drawings and Specifications conflict, or it appears that the Drawings and Specifications are not in agreement, the Contractor shall base his bid on (1) the greater quantity, where there is a discrepancy in quantity; and (2) the superior quality, where there is a discrepancy in quality.

9. PRE-BID MEETING

A pre-bid walk thru will be held on January 28, 2026 at 9:30 AM at the Project Site, 774 Main Street, Cairo, NY 12413. Attendance at the prebid meeting is not mandatory for submitting a bid but is strongly encouraged.

10. PREPARATION OF BIDS

Each Bid must be completed in duplicate on the applicable Bid Form(s) provided herein. All blank spaces must be filled in with ink in both words and figures. Erasures or other

changes in a proposal must be explained or noted over the signature of the bidder. The Bid shall be signed by person or persons legally authorized to bind Bidder to Contract.

The following shall be considered part of the bid and are required to be submitted with each Bid Form:

- Certificate of Compliance with the Iran Divestment Act
- Non-Collusion Affidavit
- Bid Security
- Statement of Bidder's Qualifications (AIA A305) including Exhibits A, B, C, D and E
- Sexual Harassment Policy Certification
- Bidders Acknowledgement of Greene County Sexual Harassment Prevention Policy

All blank spaces on all attachments to the Bid Form must be filled in with ink in both words and figures.

Any Bid submitted contrary to requirements above or specified, or containing omissions, conditions, or irregularities of any kind may be rejected by the Owner.

11. CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act". This form is included in the Bid Documents.

12. BID SECURITY

Each bid must be accompanied by a Bid Security made payable to Greene County, New York in the amount of five percent (5%) of the Bid Sum (the sum of the Base Bid plus all Add Alternates). The Bid Security shall be either a certified bank check or a Bid Bond issued by a surety company licensed to conduct business in the State of New York on the form included herein (AIA Document A310). The Bid Bond must be issued by a surety which meets the requirements set forth in the General Conditions. The successful bidder's security will be retained until he has signed the Agreement and furnished required Performance and Payment Bonds. The Owner reserves the right to retain the security of the three lowest bidders for each contract until the successful bidder enters into the contract, or until 45 days after the bid opening, whichever is longer. All other bid security will be returned within 4 days after the bid opening. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. CONTRACTOR'S QUALIFICATION STATEMENT

Submit a properly executed Contractor's Qualification Statement on the form included herein (AIA Document A305 with Exhibits A, B, C, D and E) with the Contractor's bid. The Contractor's Qualification Statement must be signed and notarized. All items must be answered and the data given must be clear and comprehensive. Failure to answer these

questions in a complete and satisfactory manner may result in the rejection of the bid. Failure to submit a properly executed Contractor's Qualification Statement with the Bid may result in the rejection of the bid. Additional information may be submitted by bidder, if desired.

If, after evaluating the Contractor's Qualification Statement, the Owner has any doubt that a Bidder has the proper qualifications, it may require from that Bidder within 3 working days and prior to a Contract award, further written evidence of financial data, previous experience, personnel resumes, or other information. If after evaluating supplied data and investigating the evidence, the Owner has any reasonable doubt that a Bidder has the experience, available personnel, reliability, or availability of financial resources to complete the project in a timely manner and in full compliance with the requirements of the Contract, the Owner may reject the Bid and award to the next lowest qualified Bidder

14. SEXUAL HARASSMENT POLICY CERTIFICATION

Submit a fully executed Sexual Harassment Policy Certification form on the form included herein with the Contractor's bid. Failure to answer these questions in a complete and satisfactory manner may result in the rejection of the bid. Failure to submit a properly executed Sexual Harassment Policy Certification form with the Bid may result in the rejection of the bid.

15. BIDDERS ACKNOWLEDGEMENT OF GREENE COUNTY SEXUAL HARASSMENT PREVENTION POLICY

Submit a fully executed Bidders Acknowledgement of Greene County Sexual Harassment Prevention Policy on the form included herein with the Contractor's bid. Failure to answer these questions in a complete and satisfactory manner may result in the rejection of the bid. Failure to submit a properly executed Bidders Acknowledgement of Greene County Sexual Harassment Prevention Policy form with the Bid may result in the rejection of the bid.

16. PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder shall provide a Performance Bond and Payment Bond made payable to Greene County, New York, each in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of his Contract and for payment of all persons performing labor and furnishing materials in connection with the project. The value of each bond shall be adjusted during the Project construction period to reflect changes in the Contract Sum. All Bonds must meet or exceed the requirements set forth in the General Conditions. Provide such bonds simultaneously with the execution of the Contract. Bonding company and bond must be approved by the Owner. Only sureties licensed to do business in the State of New York may be used.

17. SUBMITTAL

Submit each Bid in an opaque, sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder, (3) Contract name (e.g. Contract No. 1 - General Construction Work) and (4) proposal opening date. Submit Bids in accordance with Advertisement for Bids and with these Instructions to Bidders. If forwarded by mail, the Bid must be enclosed

in another envelope and forwarded to the Owner by certified mail or tracked delivery at the address indicated in the Advertisement for Bids. The bidder assumes the risk of any delay in the mail or in handling of the bid by the Owner. The bidder assumes full responsibility for having his bid deposited on time and to the location and person indicated in the Advertisement for Bids, regardless of the method of delivery.

18. MODIFICATION AND WITHDRAWAL

No oral, facsimile, or telephonic proposals or modifications of Bids will be considered. Bids may be modified at any time prior to bid opening by submitting to the Owner a written modification, enclosed in a sealed opaque envelope, signed by the bidder, or an officer thereof if the bidder is a corporation, clearly setting forth in what respects the Bid is to be modified. Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for bid opening. Except as otherwise provided by law, negligence on the part of the bidder in preparing his Bid confers no right for the withdrawal of the Bid after it has been opened. No bidder may withdraw his Bid for forty-five (45) days after the opening thereof, except as otherwise provided by law.

19. REJECTION OF BIDS

The Owner reserves the right to reject any and all Bids. The Owner reserves the right to reject any Bid for reasons including, but not limited to, the following:

- a. The bidder fails to furnish any portion of the information required pursuant to the Instructions to Bidders.
- b. The bidder mis-states or conceals any material fact.
- c. The Bid does not strictly conform to law or to requirements of the Contract Documents.
- d. The Bid is conditional.
- e. The Bid is incomplete (by reason of, for example, failure to fill in an alternate price or failure to submit required documentation described herein).
- f. The Bidder is deemed unqualified to undertake the work.

The Owner reserves the right, however, to waive any informalities in the Bids received when such waiver is deemed to be in its interest.

20. OPENING AND AWARD

Bids will be opened as stated in the Advertisement for Bids. The Owner will award the Contract, if at all, on or about two weeks after receipt of bids.

The Owner reserves the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and Alternates accepted.

21. EXECUTION OF CONTRACT

After the Owner has ascertained the successful bidder, it shall send a Notice of Award of Contract to bidder to whom a Contract has been awarded.

The Contract used for this project shall Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition - AIA Document A132, 2019 Edition published by the American Institute of Architects as modified herein.

In case of failure or refusal of an accepted Bidder to enter into a Contract within ten (10) days after the issue date of the Notice of Award, or to provide the Performance and Payment Bonds simultaneously with the execution of such Contract, the bidder will be considered as having abandoned the Contract. In such event, the bidder shall be liable for and agrees to pay to the Owner, on demand, damages for such failure or refusal. Such damages shall be the difference between the price bid by him and the price for which such contract shall subsequently be relet, plus the cost of such reletting, plus any other consequential expenses and damages.

The amount of such bidder's Bid Security shall be retained by the Owner and shall be applied toward payment of such damages. If any amount remains in excess of such damages, such remaining amount shall be returned to the bidder.

22. SUBCONTRACTORS

All Subcontractors must be acceptable to the Architect and/or Owner. The Bidder shall submit the names of the Subcontractors proposed for use on the Project and all other information concerning his Subcontractors as requested by the Architect and/or Owner within the time frame stipulated. If the Architect and/or Owner disapproves any proposed Subcontractor the contractor shall submit the name of an alternate Subcontractor to whom the Architect and/or Owner has no objection in the same manner as the original submittal.

The Owner reserves the right to reject any bid if the names of the proposed Subcontractors are not submitted as required.

23. SALES AND COMPENSATING USE TAXES

The Owner is exempt from paying sales and compensating use taxes of the State of New York and of cities, counties, and other subdivisions of the State on all materials sold to it pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption shall apply to supplies and materials which are incorporated in such project. This exemption does not, however, apply to equipment rentals, small tools, and supplies for equipment such as supplies of gasoline used in operating trucks. The term "materials" as used in this article shall include supplies incorporated in this project. A Tax Exemption Certificate will be furnished to the Contractor by the Owner upon request.

24. LAWS AND REGULATIONS

All applicable State Laws, municipal ordinances, and the rules, regulations and ordinances of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

25. AFFIRMATIVE ACTION PROVISION

During the performance of this Contract, each Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its contract with the Owner.

26. EQUIVALENCY CLAUSE

Whenever a material, article, device, piece of equipment or type of construction is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or similar specific information, it is so identified for the purpose of establishing a standard of quality, and such identification shall not be construed as limiting competition. Any material, article, device, piece of equipment or type of construction of other manufacturers or vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, device, piece of equipment or type of construction so proposed is completely described in submittals to the Architect and is, in the opinion of the Architect, of equal substance, appearance, and function. If the contractor desires to use any kind, type, brand, or manufacturer or material other than those named in the specifications, they shall indicate in writing, when requested, and prior to award of contract, what kind, type, brand, or manufacturer is included in the base bid for the specified item, following procedures specified in Section 016000. Refer to Division 01 General Requirements (Section 016000) and General Conditions of the Contract for Construction.

27. PAYMENT/ACCOUNTING AND EMPLOYMENT REQUIREMENTS

Contractor shall comply with the latest NYSDOL requirements, including all posting requirements, minimum wage requirements and all other requirements.

Prevailing Wage Rates: The New York State Department of Labor PRC number assigned to this project is PRC#2026000096 Current Wage Rate Schedules can be found here:

To access the PDF file of your schedule, click on the following link or copy and paste into your browser, type in the PRC number, and click in the Wage Schedule button.

<https://apps.labor.ny.gov/wpp/doFindProject.do>

NYSDOL Requirements for OSHA 10 Compliance: The Contractor shall certify that every worker employed for this project has completed an OSHA 10 safety training course prior to performing any work on the project. Valid proof of completion of the OSHA 10 training course includes copies of bona fide course completion card and training roster, attendance record, or other documentation from the certified trainer. Simply attesting that all employees have completed the course is not sufficient proof of completion.

28. POST BID PROCEDURES

- A. The responsibility of bidders and of their proposed subcontractors will be considered in making the award. The Owner through the Architect may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.
- B. Bidders shall furnish all information and data required by the Owner, including financial data, within the time and in the form and manner required by the Owner. Upon notification from the Architect, the three apparent low bidders for each contract shall furnish within three (3) working days after the bid opening four (4) copies of the following information in writing:
 - 1. The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project
 - 2. A schedule showing the bidders' proposed plan and schedule to complete the bidder's work in accordance with the milestones outlined in the Contract Documents. The schedule shall incorporate all critical path items.
 - 5. A proposed schedule of values for the bidder's work;
 - 7. A proposed list of submittals
 - 8. A list of proposed substitutions.
- C. After receipt of the above information, the Architect will designate a time and place for a meeting between the Owner, Construction manager the Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
- D. The Owner reserves the right to disapprove the use of any proposed Subcontractor and in such event the bidder shall submit the name of another Subcontractor in a similar manner within the time specified by the Architect.
- E. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received under paragraphs A through D above in determining whether or not to accept a proposal.
- F. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
- G. Any bidder whose proposal is accepted will be required to sign the Contract within ten (10) days after receiving notice of acceptance.
- H. In the event that the Owner should reject the proposal of a bidder as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the next lowest bidder and to consider the information as provided in paragraphs A through D above. In the event that the proposal of the next lowest bidder is rejected as provided above or otherwise, at the Owner's option, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

END OF INSTRUCTIONS TO BIDDERS

Greene County Title VI Notice to Public

Greene County hereby gives public notice that it is the County of Greene's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Greene County receives federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Greene County. Any such complaint must be in writing and filed with the County Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained at no cost to the complainant on our website at www.discovergreene.com or by calling (518) 719-3540.