

SECTION 001200-SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**GENERAL**

A. AIA Documents A701, 2018 Edition, "Instruction To Bidders", and its provisions, shall be considered an incorporated portion of Contract, unless specifically indicated to be omitted.

B. Where any Article of AIA A701, 2018 Edition, is modified by alteration, addition or deletion, provisions of such article shall remain in effect. All modifications shall be considered as added thereto. Where any such Article is amended, voided or superseded thereby, provisions of such Article not so specifically amended, voided or superseded shall remain in effect.

ARTICLE 1: DEFINITIONS

- A. To paragraph 1.6, add the following: " For additional requirements refer to Specification Section 01230-ALTERNATES."
- B. Add paragraph 1.10 as follows: " Where the term Architect or Engineer appears in the Documents, same refers to Michael R. Shilale Architects."
- C. Add paragraph 1.11 as follows: " For the purpose of the Documents, where the term Contractor appears in the Documents, same refers to the successful Contractor."

ARTICLE 2: BIDDER'S REPRESENTATIONS

- A. No modifications.

ARTICLE 3: BIDDING DOCUMENTS**3.1 COPIES**

- A. To subparagraph 3.1.1 delete the second sentence and replace with the following: "The deposit for each set will be refunded upon the return of the Contract Documents in good condition not later than thirty (30) days after the receipt of Bids."
- B. To subparagraph 3.1.1 add the following: "For bidding Documents to be deemed in good condition, they must be returned bound as issued, legible and containing only the markings necessary for bidding purposes."
- C. Add subparagraph 3.1.5 as follows: " Drawings and Project Manuals may be examined at the following locations:
 - 1. Michael Shilale Architects, L.L.P
140 Park Avenue
New City, NY 10956
 - 2. Office of Buildings and Grounds, NRSCD
65 Chapel Street
Garnerville, NY 10923
 - 3. REVplans
330 Route 17A
Goshen, NY 10924

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. Add subparagraph 3.2.4 as follows: " In the absence of an interpretation by the Architect or Engineer, should the Drawings disagree in themselves or with the Specifications, the better quality, the more costly or the greater quantity of work or materials shall be estimated upon, and unless otherwise ordered, shall be furnished."

3.3 SUBSTITUTIONS

- A. Add subparagraph 3.3.5 as follows: " In the Specifications, two or more kinds, types, brands, or manufacturers or materials are named, are regarded as the required standard of quality, and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, manufacturer or material other than those named in the Specification, he shall indicate in writing, when requested, and prior to the award of Contract, what kind, type, brand or manufacturer is included in the Base Bid for the specified item."

3.4 ADDENDA

- A. To subparagraph 3.4.1 add the following: " All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders."
- B. To subparagraph 3.4.3 delete this paragraph and replace with the following: " No Addenda will be issued later than two (2) working days prior to the date for receipt of bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids."

ARTICLE 4: BIDDING PROCEDURE

4.2 BID SECURITY

- A. Add subparagraph 4.2.4 as follows: " Bids shall be accompanied by a Bid Security of not less than five percent (5%) of the amount of the Bid. Such Bid Security shall be submitted in the form of a Certified Check or Bid Bond made payable to the Owner. The submission shall be made with the understanding that the Bid Security shall guarantee that the Bidder will not withdraw his Bid for a period of forty five (45) days after the scheduled closing time for the receipts of Bids; and that if his Bid is accepted will enter into a formal contract with the Owner in accordance with the Form of Agreement included as part of the Contract Documents, and that the required Performance and Payment Bonds will be given; and that in the event of the withdrawal of said Bonds within ten (10) days after he has received notice of the acceptance of his bid, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner as result of the default of Bidder in any particular hereof."
- B. Add subparagraph 4.2.5 as follows: " The Bid Securities shall be returned to all except the (3) three lowest Bidders within three (3) days after the formal opening of Bids. The remaining Bid Securities will be returned to the three (3) lowest Bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract and the executed Performance and Payment Bonds have been approved by the owner. If the required Contract and Bonds have not been executed within forty-five (45) days after the date of the opening Bids, then the Bond of any Bidder will be returned upon his request, provided he has not been notified of acceptance of his Bid prior to the date of such request."

4.4 MODIFICATION OR WITHDRAWAL OF BIDS

- A. Delete subparagraph 4.4.1 as written and replace with the following: " A Bid may not be withdrawn, modified or canceled for a period of forty-five (45) days after the scheduled closing time for the receipt of Bids, and each Bidder so agrees in submitting a Bid."

ARTICLE 5: CONSIDERATION OF BIDS

5.3 ACCEPTANCE OF BID (AWARD)

- A. To subparagraph 5.3.1 add the following: " The Owner may consider informal any Bid not prepared and

submitted in accordance with all provisions of the Bidding Documents."

ARTICLE 6: POST-BID INFORMATION

6.3 SUBMITTAL

- A. Add subparagraph 6.3.5 as follows: " For additional requirements refer to General Conditions AIA A201, paragraph 5.2 AWARD OF SUBCONTRACTS & OTHER CONTRACTS FOR PORTIONS OF THE WORK."

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.2 TIME OF DELIVERY AND FORM OF BONDS

- A. To subparagraph 7.2.1 delete the first sentence and replace with the following: " The successful Bidder shall deliver the required Bonds to the Owner simultaneously with the executed Contract."
- B. To subparagraph 7.2.2 add the following: " The Performance and Payment Bonds shall have as surety there under such surety company or companies as are acceptable to the Treasury Department of the United States on Bonds given to the United States Government, and are authorized to do business in the State of New York. Premium on such Bonds shall be included in the Bid."

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. No modifications.

Add " ARTICLE 9: SUPPLEMENTARY INSTRUCTIONS"

Add " 9.1 EXECUTION OF CONTRACT"

- A. Add subparagraph 9.1.1 as follows: " Successful Bidder shall, within ten (10) days after notification of him that the Contract is ready for execution, execute in triplicate and deliver to Owner all executed counterparts of Contract in form set forth in the Contract Documents."
- B. Add subparagraph 9.1.2 as follows: " Upon request by owner, successful Bidder shall, if corporation or an unincorporated association, file Certificate, evidencing fact that it is authorized to do business in the State of New York, or if conducting business under Assumed Name, file Count Clerk's Certificate to conduct business under such Assumed Name, and/or if conducting business as Partnership, file County Clerk's Certificate, evidencing filing with such Clerk of Certificate of Partnership."
- C. Add subparagraph 9.1.3 as follows: " Simultaneously with their delivery of executed Contract, successful Bidders shall deliver copies of Certificate of Insurance (AIA Form G705, 1978) for insurance specified in the Contract Documents."

Add" 9.2 UNIT PRICES"

- A. Add subparagraph 9.2.1 as follows: " In accepting Proposals, Owner may reject any, some or all Unit Prices quoted by the Successful Bidders. All Unit Prices accepted by the owner shall remain binding and irrevocable for entire period of Contract, irrespective of actual amounts of Work ordered under such Unit Prices. Rejected Unit Prices will be negotiated between the owner and the successful Bidders."
- B. Add subparagraph 9.2.2 as follows: " Schedule of Unit Prices submitted in Bidder's proposal as adjusted and accepted by Owner will be used as basis for computing "additions to" and/or "deductions from" Contract Price for "Extra Work" and for Work countermanded, reduced or omitted, or awarded as separate Contracts, as may subsequently be provided for in the Contract Agreement."

Add" 9.3 APPLICABLE STATE AND COUNTY SALES TAX"

- A. Add subparagraph 9.3.1 as follows: " New York State & County Taxes: The Owner has stated that all materials supplied in connection with the requirements of Work of this Contract are not subject to application of such Sales Tax. Should such Sales Taxes be imposed, Owner agrees that Contract Sum shall be increased by full amount of all such taxes."

END OF SECTION