

DOCUMENT 00911 - ADDENDUM NO. 1

24 February 2010

Architects:

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P. O. Box 540363

Houston, Texas 77254-0363

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THE LaBICHE ARCHITECTURAL GROUP, INC.

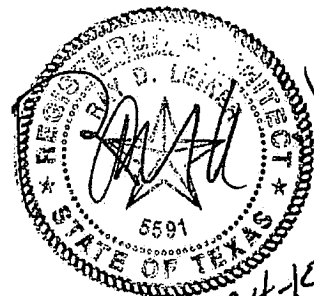
7999 Gladys Ave., Suite 101

Beaumont, Texas 77706

Structural Engineer:

SPARKS ENGINEERING, INC.

Austin, Texas



NOTICE TO ALL BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the original Project Manual and Drawings, Issued for Bids – 8 February 2010, to the extent noted hereinafter.

Careful note of this Addendum shall be taken by all parties of interest so that proper allowance is made in all computations, estimates and contracts and so that all trades affected are fully advised in the performance of work that will be required by them.

Items revised on Drawings are designated by a cloud line and a delta (Δ) surrounding the corresponding revision number. Items revised in Specifications are designated by an asterisk (*) in the left-hand margin.

This Addendum supersedes all previous Drawings, Specifications and instructions pertaining to these items.

A. GENERAL

NOTE: THE BID DATE WILL NOT BE CHANGED AND REMAINS AS 11:00 AM ON MONDAY, 1 MARCH 2010.

Item NO. 1.01 Question: During construction there will be prolonged periods of time when multiple wall locations will have to be opened up to conduct the structural repairs. There will also be a period of time where the finishes are affected. There will also be times when abatement is being actively conducted. Scaffolding will have to be erected, other finishes protected. There are space conditioning and security issues as the windows and/or lintels are removed. There are OSHA requirements for separating work areas from the public. Ideally if the owner could reschedule the courtrooms and offices so one courtroom (or one area of offices) could be restored at a time. The cost would be a magnitude of order less expensive than off hours and weekend work involving setting up scaffolding and protection on a daily basis.

Answer: County will endeavor to provide access to areas of the Courthouse based upon a County approved construction schedule to be provided by the Contractor prior to beginning construction. All efforts shall be made to accommodate the contractors schedule for access to areas of the courthouse but due to Court Room schedules, the contractor shall be required to alter construction schedules based upon staff and Court Room availability to be temporarily relocated. In all cases, Contractor shall not be allowed to work in areas of the building without County's prior approval.

Item No. 1.02 Question: It was stated that a fair and equitable weather allowance would be used to extend the actual contract time and the contractor should not carry an allowance for weather delays. It is also very difficult to forecast the weather this far in advance. How many "hurricane or

high wind" events should be anticipated? Can we establish an allowance/quantity of events and a unit price for adding or deleting events based on actual occurrences?

Answer: Contractor's shall use their experience as to determining weather allowances based upon National Weather Service history of weather events for Beaumont, Texas. Rain chances of 60% or better and wind occurrences of 15MPH or greater will be considered as basis for additional days to complete the work. These are meant to be guidelines and chances of rain or wind occurrences above these limits shall not preclude Contractor from working on the project.

Item No. 1.03 Question: The temporary emergency generator located in the trailer is obstructing a significant portion of the construction lay-down area. Can it be removed or relocated?

Answer: The generator trailer is presently positioned to block through-traffic in the parking lot. It will be moved to the north side of the mechanical building to provide more open space.

Item No. 1.04 Question: Does the owner have and will they provide elevator protection covers? The plans require the contractor to provide protection but it doesn't specify what type.

Answer: Yes, the Owner possesses elevator protective mats. They may be used for the project but shall not be damaged. If the Contractor expects substantial damage to the protective mats, then the Contractor shall provide same.

Item No. 1.05 Question: Will contractor be required to provide access and support for inspection services? If yes, please provide anticipated inspection schedule/requirements.

Answer: Yes. Anticipated inspections include City Inspector, Owner and Architect access at all times.

Item No. 1.06 Question: Will permits be required for this project?

Answer: Yes. See Section 0110. Part 1. C.

Item No. 1.07 Question: Please confirm this project is tax exempt?

Answer: Yes.

Item No. 1.08 Question: If construction created dust is reduced to an acceptable level via means and methods, is netting still required at access equipment? If yes, what is netting requirements for swing stage equipment?

Answer: If construction dust is minimized to the Owner's and City of Beaumont's satisfaction, then scaffold netting will not be required.

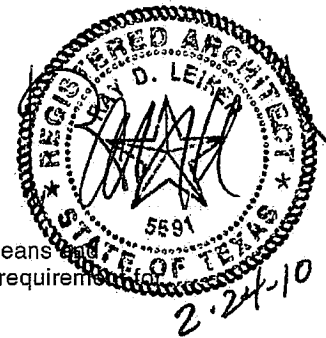
Item No. 1.09 Question: Once reinstalled, does lightning protection need to be recertified?

Answer: TBD

Item No. 1.10 Question: Will the contractor be required to provided stamped documents for any of the following; scaffolding, anchoring, shoring, structural steel, or existing structures capacity/ability to support contractor installed access equipment?

Answer: Yes for scaffolding. Structural steel has been designed and sealed by the structural engineer. Structural engineer will verify capacity of existing structures to accommodate temporary project loads.

Item No. 1.11 Question: Specifications state that no addendum is to be issued later than one week prior to bid date. Assuming answers to all questions received are returned on Wednesday, February 24th will the bid date be extended?



Answer: The addendum dates are the Architect's procedural requirements and are waived. The bid date will not be changed.

Item No. 1.12 Question: We understand we will have to have a licensed electrician provide connections to the owners existing distribution system. What is the available power supply to the attic area. On the two main lower roofs? Voltage? Amperage? # phases?

Answer: Power is available primarily from the mechanical building, from the panels in the basement. Very short term power may be available from various areas within the building. All power is min. 120v. Amperage is based on available circuits at panels.

B. PROJECT MANUAL:

Item No. 1.01 Question: Specification page 00530-4 Required Provisions- a. Who is "Family Services of Southeast Texas"? is this a carryover from standard documents? Shouldn't Jefferson County be the named insured?

Answer: The correct name to appear on applicable coverage shall be "Commissioner's Court of Jefferson County, Texas."

Item No. 1.02 Question: Specifications page 01110-1 A.2. "930?" should that be 1930? If there are 930 windows we have a discrepancy in the documents.

Answer: Yes, the figure shall read "1930."

Item No. 1.03 Question: Section 04090: Is it possible to get allowances for brick purchase, sandstone purchase, and trip to Colorado.

Answer:
Custom Brick allowance: \$4.50 each
Sandstone allowance: No allowance. Material can be priced from supplier (must add shipping, cutting) and is bidable.
Travel Allowance: \$1500 expenses per person for two-day trip.

Item No. 1.03 Question: Section 04910: Are we replacing marble or repair. There is a discrepancy between the plans and the specs.

Answer: The exterior marble panels are to be repaired. See Sec 04910 Part 2. E., Part 3. I.

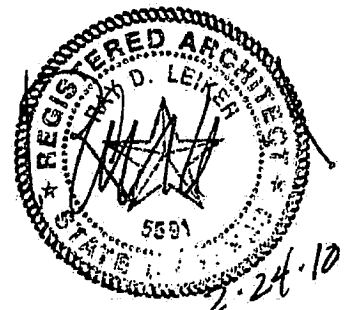
Item No. 1.04 Question: Can we use brick or CMU in lieu of structural clay tile if that is what we find on covered interior walls while performing back to back lintel replacement.

Answer: All repair masonry units shall match original masonry unit types. No CMU substitution is allowed.

Item No. 1.05 Question: It is our understanding there are photos of the interior of each window. Could Bailey Architects put these out on the web to see. It would be helpful in determining how much interior finish out will be required.

Answer: See our FTP site. The photos are provided for visual reference only. Do not use or rely on any written information included in the window survey sheets.

FTP Site: <ftp://ftp.baileyarchitects.com>
User Name: BaileyFTP
Password: Bail-FTP
Folder name: Jefferson County Courthouse Phase 3



Item No. 1.06 **Question:** In section 00530 of the specifications, it is stated that Change Orders are limited to a maximum of 15% for overhead and profit and that this 15% is to be shared by the Contractor and any Subcontractors involved in the Change Order. We request that the County consider changing this provision to allow all Contractors of 15% for the performing Contractor and 10% for the General Contractor, or, alternatively, to use the contract specified AIA general conditions' definitions of "allowed job cost".

Answer: The word "overhead" shall be removed from the phrase "computed on a basis of actual net cost plus 15% for overhead and profit.". The new phrase shall read as follows: Changes which involve additional cost shall be computed on a basis of actual net cost and overhead plus 15% profit.

Item No. 1.07 **Question:** Section 05030: Is the Contractor responsible for insurance on the existing structure?

Answer: Contractor is not responsible for insurance on the existing structure. Contractor is only responsible for all of his materials and labor involved in the project.

Item No. 1.08 **Question:** If Contractor is responsible for the building damage for builder's risk, what is the replacement cost value of the entire building or how would this be taken into consideration in the event of a loss?

Answer: The building is currently insured for \$23,061,060.

Item No. 1.09 **Question:** Supplemental Conditions – 00530 – 4 6. Builders Risk - Specs state Contractor needs to cover Wind/Hail, since this project is in Beaumont TX which is Tier 1, the policy for this will have to come from the TWIA (TX WIND POOL). What Limits should be used? The windpool only goes up to a maximum of \$4,424,000.

Answer: Contractor is only responsible for all of his materials and labor involved in the project.

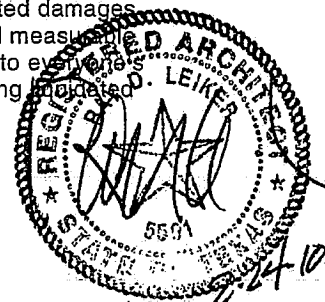
Item No. 1.10 **Question:** Supplemental Conds – 00530 – 4 6. Builders Risk - Specs do not state Contractor needs to cover Flood, but in order to obtain the TWIA policy, you must have a flood policy and the max limit in the flood program is \$500,000. What value does the owner expect the Contractor to insure for flood?

Answer: Contractor is only responsible for all of his materials and labor involved in the project. If the cost of materials and labor are more than \$500,000 then the Contractor's policy shall be for the maximum limit, \$500,000.

Item 1.11 **Question:** Supplemental Conds – 00530 – 2 11.1.5.1 B and Supplemental Conds – 00530 – Notices Section E 11.2 and 11.2.1 – Does Contractor need to have a separate OCP policy in the name of Jefferson Co and Architect? What limits?

Answer: No, an OCP is basically a "dedicated" limit for GL coverage where the Contractor is the AI and the County is the Named Insured. A standard CGL with products and completed operations should be fine (Limits at a minimum of \$1,000,000 each occurrence and a \$2,000,000 aggregate), naming the County as an Additional Insured and providing a Waiver of Subrogation. County would prefer to have the CG2010 1185 form for the Additional Insured but many carriers are no longer providing that coverage. Instead, we simply need to make sure that we have both premises and completed ops for the AI requirement.

Item No. 1.12 **Question:** Section 00400, page 2, of the specifications, it is stated that liquidated damages for this project are to be, "the greater of \$300.00 per day of delay, or the actual measured damages to the Owner". This language is not typical, and it is very concerning to everyone's bonding companies, including subcontractors. Will the County consider changing liquidated damages to a set, finite amount (even if higher)?



Answer: The phrase "actual measurable damages to the Owner" shall be removed.

Item No. 1.13 **Question:** Section 00432, page 1, of the specifications, it states that if the selected Contractor fails to enter into a contract with the Owner, he is liable for the greater of either his 5% bid bond or the difference between the amount of his bid and the amount required to get the project done. Once again this language is concerning to everyone's bonding companies, including subcontractors. Will the County consider changing the bid bond requirements to a set, finite amount?

Answer: No.

Item 1.14 **Question:** Section 02221: the owner is to provide an asbestos/lead based paint survey report. Please provide. Does this report provide testing results for all surfaces/substrates to be encountered? If not what is course of action for possible "hot zones" to be disturbed during project.

Answer: The Asbestos Survey Report, dated January 2009, is available on the Bailey Architects ftp site.

The Report does not identify any hazardous materials that may be encountered in this project.

If, in the course of the work, the contractor encounters suspect materials, the contractor shall notify the Owner, who will engage a testing firm to evaluate the material and make a recommendation as to its disposition. The work shall not be stopped while the investigation and resolutions are in progress.

FTP Site: <ftp://ftp.baileyarchitects.com>

User Name: BaileyFTP

Password: Bail-FTP

Folder name: Jefferson County Courthouse Phase 3

Item No. 1.15 **Question:** Provide glass type G1 on all new and rehabilitated windows on floors B-7. Provide glass type G2 on windows to be rehabilitated on floors B-7. Please clarify.

Answer: Glass Type G1 is insulating glass and shall be used on all new steel windows on floors B-7. Glass Type G2 is laminated glass and shall be used on all existing rehabilitated windows on floors 8-14.

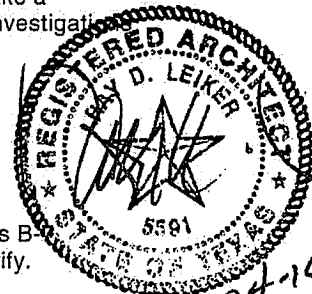
See: Item No. 1.06 in Section C - Drawings

Item No. 1.16 **Question:** Any steel elements of the historical windows that are deteriorated beyond reasonable repair would be replaced as a change order. What will represent reasonable repair? 20% loss of base metal? 30%? It was also referenced that a unit price would be used to determine change order pricing but one is not currently in the bid forms. Could a unit price be added by addendum?

Answer: The Architect will determine the extent of steel window components to be replaced once the windows have been stripped and are fully observable. Any replacement in addition to that already specified will be a change order.

Item No. 1.17 **Question:** Specifications page 01500-2C.1. Specifies to protect landscaping. There will be some landscaping and lawn areas that will be damaged by access, fencing, equipment, foot traffic, materials storage and handling. Also, there are a significant number of very large old crepe myrtles and trees that will affect access to the building. Some trees will have to be pruned and some removed. Will an arborist be required to prune the trees? To replace the trees that must be removed with the same caliper will cost thousands of dollars. Can a replacement "caliper" or specification be established? Can an allowance be established? Does "all" the landscaping have to be restored and can a specification be provided?

Answer: Coordinate with Architect/Owner on trees and shrubs that are restrictive to building



access and Owner will have those items pruned. Grass areas that are damaged shall be re-sodded.

Item No. 1.18 **Question:** Specification 08130-8 3.5 There appears to be a section on "accessories for pairs of doors" that is incomplete? There also seems to be a lack of information about the "Electric pass card reader" Please provide incomplete information or perhaps an allowance for items involved.

Answer:

1. Delete "Accessories for Pairs of Doors)
2. Electric Pass Card Reader shall be provided and installed by Owner. Coordinate with Owner's provider for access to door frames during rough-in.

C. DRAWINGS:

Item No. 1.01 **Question:** Please advise on estimated quantity of concrete repair per detail 18/S-401. This condition is not reviewable until brick veneer is removed. Can an allowance or estimated quantity be incorporated into bid?

Answer: This condition occurs at all lintel and relieving angle replacement locations. Extent of these locations is indicated on the drawings.

Item No. 1.02 **Question:** Please confirm existing window steel frame is scheduled to be removed at floors B-7.

Answer: Yes, the old (1930) steel window frame which remains inside the aluminum frames shall be removed, per demolition details on sheet A-521.

Item No. 1.03 **Question:** If wood beam at window sill is found to be in an unacceptable condition should this be replaced and included in the base bid?

Answer: No, any deteriorated interior material that does not support the new windows shall not be corrected in this scope of work.

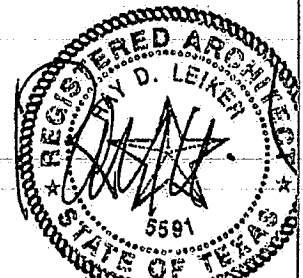
Item No. 1.04 **Question:** Several areas on the architectural elevations are shaded (to be replaced) but also scheduled as repair type 12F. Please clarify if this should be priced as a glazing repair or unit replacement.

Answer: All terra cotta work is repair only. There are no units to be replaced. See Item 1.09 below.

Item No. 1.05 Extent of obstructions to interior access for windows on floors 8-14:

1. Radiators (10): Remove and label along with other removed window bars, operators, etc.
Windows 903, 908, 928, 932, 1109, 1210, 1214, 1305, 1306, 1310.
2. Shelves (5): Remove and store on same floor with other removed window components.
Windows 1014, 1110, 1122, 1123, 1124.
3. Bunk Beds (5): Remove and store on same floor with other removed window components.
Windows 912, 913, 914, 922, 1012

Item No. 1.06 Refer to Sheet A-501, Window Notes, key note #12: Remove "Existing historic window to be rehabilitated". Add "Protect existing historic window to remain. No work to be done to this window."



- Item No. 1.07** Refer to Sheet A-501, General Note #3:
Remove all wording. Add "Provide glass type G1 on all new windows on floors B-7."
- Item No. 1.08** Refer to Sheet A-503, Door Schedule, Remarks
Remove "Reinstall existing card reader in frame." Add: Card reader provided by owner"
- Item No. 1.09** Refer to Sheets A-301, A-302, A-303, and A-304 Legend:
Remove "Replace lintel / relieving angle w/ associated masonry work. Re: Struct."
Add: "Area of masonry work associated with relieving angle / lintel replacement.
Re: Structural."

END OF ADDENDUM NO. 1

