

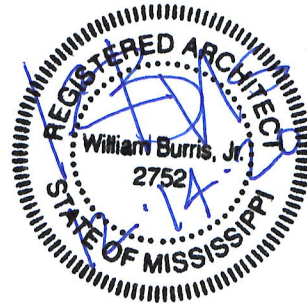
BURRIS/WAGNON ARCHITECTS, P.A.

500L EAST WOODROW WILSON AVENUE JACKSON MS 39216 PH 6019697543 FAX 6019699374

14 December 2020

ADDENDUM NO. 2

Re: **GS# 354-051**
Miscellaneous Repairs
Robert E. Lee Building
(Office of Capitol Facilities)
(Department of Finance and Administration)
Jackson, Mississippi



Bid Date: Thursday, December 17, 2020 (2:00 p.m.)

NOTICE TO ALL DOCUMENT HOLDERS:

The following additions, changes, and clarifications to the Specifications for the subject project are to be included as part of the Contract Documents, and thus amend the Scope of Work:

GENERAL

- Item No. 1:** A PRE-BID CONFERENCE was held on THURSDAY, DECEMBER 10, 2020, 10:00 A.M., on the Second Floor Mezzanine of the Robert E. Lee Building. See attached attendance list, and items discussed and clarified below.
- A. The Architect discussed bid date, time, and location. If sending Bid by FedEx, bid must be received by the advertised Bid Time of 2:00 PM. The Architect noted that in Section 00100 Instructions to Bidders, and noted that Contractors shall thoroughly review the entire Section 00100, including Bidder's Checklist and all other bidding requirements at Section 00100 Instructions to Bidders, (including, but not limited to the following):
1. The Bureau of Building is the Owner for this Project. The Contract will be between the Bureau and the Contractor.
 2. Any modifications to Bid must be made prior to the scheduled Bid time by writing on the outside of the sealed envelope containing the Bid (see Section 00100/3.02).
 3. Bid Bonds must also have Power of Attorney attached. Bond is not required if a certified check is used instead. Bid Security is 5%. See Section 00100/2.08.
 4. Written words supersede numbers written on Proposal Form.
 5. Bidder must acknowledge all addenda on the Proposal Form. Bidder must sign proposal form.
 6. Out-of-State Contractors shall include their state's reciprocating law in bid envelope, OR a letter stating the Contractor's state has no resident Contractor preference law (see Section 00100/1.03).
 7. Bidders have 24 hours to review bids and report any problems or irregularities, and also to protest bids (see Section 00100/4.03, 4.04).
 8. There are no Davis-Bacon requirements on this Project.
 9. Ms. DeYoung noted that bids may be submitted electronically -- Memorandum regarding electronic bidding is attached hereto as Exhibit "A". (Bidder must pre-

register in Magic). It was suggested that, if electronic bids are to be submitted, they be submitted in time to assure that technical problems are resolved. The Bidder should be sure to correctly save and submit his bid.

- B. All questions shall be sent directly to the Professional. It was noted that all Addenda shall be a part of the Contract, and there shall be no addenda issued within 48 hours of the Bid: last addendum **must be released by 5:00 PM, CST, Monday, December 14, 2020**: please send all questions for clarification to Professional before this date/time. Any Bid protests shall be sent directly to the Bureau of Building, Grounds, and Real Property Management within 24 hours of the Bid. Contractor please note on the last page of the Proposal Form, page 8, in the Mechanical/Electrical Contractors section, that the blanks MUST BE FILLED IN, even if with a "N/A".
- C. Architect discussed Contract Time and the Proposal Form, including the fact that all relevant subcontractor blanks must be filled in. It was noted that Unit Prices described at Drawings, Sht. TS, must be filled in on proposal form.
- D. Architect pointed out the Base Bid Assumptions (Sht. TS) that *shall be included in the Base Bid*. It was discussed that these Assumptions are in addition to the quantities already shown, or specified, by the Drawings (e.g., at brick pointing, bidder shall calculate the areas indicated on the Drawings, then include in his bid an additional cost for the brick pointing assumption).
- E. Architect discussed the overall planning and specification concepts of the Project, with key issues to be explored further in the Documents by the Contractor.
- F. Bidder will be able to attend the opening, or as an option, via conference call-in phone number. Phone number (888)-822-7517 and access code 8835735.
- G. Certified bid Tabulations will be posted on the Department of Finance and Administration's Bureau of Building, Grounds, and Real Property Management Website as soon as available following the bid opening.
- H. Mailed bids and those delivered prior to bid date will be received at 501 North West Street, Suite 1401B (Woolfolk Building) Jackson, MS 39201 as usual.

Item No. 2: Additional items discussed at Pre-Bid Conference:

- A. Bidders were concerned regarding the lead time associated with the new terra cotta shapes required at the west elevation of the building, as this lead time, along with installation time, would not fit within the 150 calendar day Contract Time specified. The Owner did not want to extend the overall Contract Time past the specified 150 calendar days, but noted that Contract Time could be increased by change order to accommodate the lead time for the terra cotta procurement and installation ONLY. However, all other work must be completed within the specified 150 calendar days, including construction completion, complete punchout, removal of stages, mastclimbers, sidewalk protection, complete site cleaning, etc. At this time, a Partial Substantial Completion will be granted, with full substantial occurring at the conclusion of the terra cotta scope.
- B. Regarding access to 12th floor at beginning of work, please see Drawings Item No. 1 below.
- C. Architect clarified that, per the Drawings, all of the limestone facades at south, east, and north elevations, including first, second, and third floors, are to be cleaned, whether the mortar joints are re-pointed, or not.
- D. Extent of repair of skyward-facing joints at top of limestone watertable was discussed. Please note that skyward joints within the "X-ed" portion of east elevation are not included in Base Bid (unit price will be used if joint repair needed in this area). See additional related item below.
- E. The Owner pointed out that the driveway passage (from Farish Street, into the parking garage) shall remain passable at all times (short durations of loading may be allowed during

construction, as coordinated and approved by Owner, provided that driveway and majority of south parking remain operable): south parking lot shall remain accessible to Owner throughout construction.

- F. Architect pointed out that a very experienced restoration mason is specified, and will be required, for the masonry repointing scope of work. Architect pointed bidders to special language in 01900, Part 4 – PERFORMANCE REQUIREMENTS, 4.01, and at 04100/1.06, regarding experience, and documentation of such experience, for the specialty restoration mason.

SPECIFICATIONS

- Item No. 1:** Refer to **01900, DIVISION ONE SUPPLEMENT**, and replace page 24 in its entirety with attached Exhibit "B".
- Item No. 2:** Refer to **1900/5.01, ADDITIONAL SUPPLEMENTARY CONDITIONS – ARCHITECT**, and replace this Section in its entirety with attached Exhibit "C" (Bidder note: revised section includes responses to items discussed in Pre-Bid Conference, such as weather days, tunneling of sidewalks and entrances/exits, plus additional clarifications regarding site access, parking, etc.).

DRAWINGS

- Item No. 1:** Refer to **Sheet TS, Critical Sequence of Work, Item 2.**, and clarify that all 12th floor facades are to be accessible, at one time, at the beginning of the project (by stage, mastelumber, lift, etc.), for Architect/Special Consultant review.
- Item No. 2:** Refer to **Sheet TS, Scope of Work**, and add Item "4." as follows: "4. Contractor note that the existing Soprema modified bituminous roofs are still under warranty, and are to be carefully protected throughout construction (if work occurs on, or near, the roofs). Should damage occur to the roof membrane, repair of such damage shall be as recommended by Soprema Roofing, and repair shall be included in a written systems warranty extension by Soprema Roofing."
- Item No. 3:** Refer to **Sheet 2, det'l 4, North Elevation**, and clarify that only one-fourth (1/4) of the skyward-facing watertable joints along the north elevation will be repaired in Base Bid. Any additional skyward-facing joints shall be completed per unit price.

No other items in this addendum.

Sincerely,



Bill Burris, AIA
BURRIS/WAGNON ARCHITECTS, P.A.

End of Addendum No. 2



STATE OF MISSISSIPPI
GOVERNOR PHIL BRYANT

DEPARTMENT OF FINANCE AND ADMINISTRATION

Laura D. Jackson
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Contractors, through the AGC, ABC, and MBOC

FROM: Calvin R. Sibley, Director
Bureau of Building, Grounds and Real Property Management

DATE: February 27, 2018

SUBJECT: Electronic Construction Bidding per Law effective 1/1/2018

Beginning January of 2018, the Mississippi Department of Finance and Administration / Bureau of Building Grounds and Real Property Management started receiving construction bids electronically as required by House Bill 1106, Laws of 2017. Electronic bids are at the discretion of the Bidder/Supplier. Paper bids WILL STILL BE received as stipulated in the Advertisement / Request for Bids. The instrument being used to carry out this is a program called MAGIC which is available to all State of Mississippi departments, agencies, and Bidders/Suppliers. (MAGIC is the State's Accounting System.)

TO BID USING MAGIC: Potential Bidder/Supplier must first register. When the Bidder/Supplier registers themselves, they will automatically receive their Magic sign-in information. (The Bureau of Building, et al, can assist with this, and, if so, will notify the Bidder/Supplier by email of doing so, so they can contact Magic to get their sign-in information for bidding electronically) Construction Bidders/Suppliers who have received awards in recent years through the Bureau of Building, et al, should already have their company information properly entered. Those companies should still verify that their system "Product Code" is set to "90922" [for construction] in order to receive "system generated Bid Notices" for construction projects. (Bid Opportunities will continue to be in the newspaper, on the Magic Portal, and on the Bureau of Building, et al, web.) When registering, a company should enter their company information EXACTLY as shown per the Mississippi Secretary of State's listing and per their W9. Contact Magic at: <http://upperform.magic.ms.gov/gm/folder-1.11.7512?originalContext=1.11.8507> (MS SoS, MBOC, and W9 should all agree.)

TO ADD THE PRODUCT CODE 90922 once in your MAGIC Address Table click the steps below:

1. Click on Suppliers Self Service Tab.
2. Click Company Data.
3. Click the Process Button.
4. Click Add Categories in the Product Categories section
5. Add the product Categories from here.

TO VIEW ADVERTISED PROJECT INFORMATION on line go to DFA Web site and select “Are You Interested in Doing Business with Mississippi” at the top of the page. This takes one to the Procurement Portal. Click on:

1. I sell to Mississippi
2. (RFx) Procurement Opportunities and Public Notifications
3. Advanced Search Options
4. Major Procurement Category: Select Construction
5. Dept/Agency: Select MS DEPT FINANCE AND ADMINISTRATION
6. SEARCH

Another option from the DFA web site is to:

1. Select DFA Offices
2. Select Bureau of Building Grounds and Real Property Management.
3. Just Below “About the Bureau of Building” select BOB Bid Solicitations.
4. Locate the GS# at left of the list and the RFx number at the right.

On both list the RFx number for each project is listed which is required in MAGIC when preparing bids.

For additional information regarding registration in MAGIC, contact MMRS at (601) 359-1343 or by email at mash@dfa.ms.gov.

CRS/pgw

**DIVISION ONE SUPPLEMENT
SECTION 01900**

PART 1 - SUMMARY OF WORK SUPPLEMENT

1.01 WORK SEQUENCE

- A. Owner will occupy the building during construction, coordinate with Owner's Representative in scheduling work to vacate the areas as the Contractor requires.
(ONLY partial, localized and temporary closing of interior office functions will be allowed for interior finish repair scope.)
- B. Construct work in stages as follows:
To minimize disruption of building office functions, completion of minimal interior finish work shall be coordinated with building occupants. Upon completion of interior repair work for particular interior spaces, such spaces shall be left clean, functional, and operable. The Contractor shall partition and protect the User from construction dust and debris.

1.02 PARTIAL OWNER OCCUPANCY

- A. Schedule early completion of designated areas for Owner's usage prior to substantial completion of entire Project.
(See 1.01/B above) Interior building functions shall be left in clean and operable condition as the limited interior repair work progresses around the building.
- B. Owner will occupy areas for purpose of building's intended office and public functions.
- C. Contractor will provide:
 - 1. Access for Owner's personnel
 - 2. Operation of heating, ventilating, air conditioning and electrical systems
 - 3. Contractor may use existing utilities available at the Robert E. Lee Building, at no charge, upon execution of a Utility Agreement with the Owner (prior to the Contractor's use of the utilities).
 - 4. Contractor is responsible for moving any furnishings from against the exterior walls that inhibit his access to the Work, and for returning such furnishings to their original positions following Architect's inspection of certain areas of interior work.
 - 5. The existing service elevator may be utilized for transport of interior repair materials only (paint, etc.).
- D. Prior to occupancy, execute a *Certificate of Substantial Completion* for designated areas.
- E. Upon occupancy, Owner shall provide:

2.01 PART 2 - ALLOWANCE SUPPLEMENT

SCHEDULE OF ALLOWANCES

- A. Include in the Bid, for inclusion in the Contract Sum, the amount of \$ _____ for purchase of _____
(Refer to Section _____, _____)
- B. Include in the Bid, for inclusion in the Contract Sum, the amount of \$ _____ for purchase of _____
(Refer to Section _____, _____)

Division One

5.01 ADDITIONAL SUPPLEMENTARY CONDITIONS -- ARCHITECT

The following items are requirements in addition to the previous Divisions 0 and 1 requirements:

1. Color Schedules: Color schedules will be prepared by the Architect only after the Contractor has furnished ALL necessary submittals involving color selection, complete with samples and color chips, from the actual suppliers and subcontractors. Delivery of this material to the Architect shall occur within 30 days after the Notice to Proceed.
2. Use of Site and Facilities: Contractor shall not allow tradesmen, technicians, and laborers to enter existing facilities except as predetermined and approved by the Owner and Architect. See also "10/J." below.
3. Any existing interior finishes, including paint, plaster, wood trim, wall tile, window coverings, etc. damaged by Contractor shall be repaired to original condition to the satisfaction of the Owner and Architect.
4. "Before" documentation: A Notice to Proceed will not be issued to Contractor for this project until a full set of "before" photographs, and a "before" videotape, documenting existing site and building conditions, is submitted to Architect. Photo documentation, which must include enough context for location evaluation, shall illustrate all existing damage to building and site for which Contractor would like to not be held responsible. Contractor shall be fully liable for replacement or repair of any site elements, building elements, or finishes that are not clearly documented in the "before" photos/video as being pre-existing to the onset of this Project.
5. Existing utilities shall not be interrupted unless pre-approved by the Owner and the Architect.
6. Parking for construction vehicles shall be in areas designated by the Owner at the Pre-Construction Conference.
7. This project is a non-smoking job. There shall be no smoking inside the building or on the site at any time.
8. Asbestos: No products containing asbestos in any form are to be incorporated in this project.
9. Furnishing of Contract Documents: The Contractor will be furnished free of charge any bid sets returned to Architect following bid process.
10. Regulations and Facilities:
 - a. The Contractor shall acquaint his subcontractors and workmen with Owner's traffic and parking regulations.
 - b. Removal of Rubbish: The Contractor shall keep on hand an adequate crew of laborers and/or other personnel to keep the buildings and surrounding streets, sidewalks, alleys, etc., free from any dirt, rubbish, and other debris resulting from the execution of this contract. Site and premises shall be cleaned on a daily basis.
 - c. Use of Premises: All material and equipment shall be brought onto the site by making use of such roadways and drives as designated by the Owner and across the grounds along routes established by the Owner. Any streets, roadways, sidewalks, ground, plantings, trees, or other property that may be damaged as a result of the contract work shall be properly repaired or fully replaced by the Contractor to the full satisfaction of the Owner and Architect. No more space than is absolutely necessary will be permitted to be used on the grounds immediately around the building site; and the Contractor must use every care against damage to the grounds. Any roadway or parking surfacing damaged as a result of construction traffic shall be repaired with full-depth material (asphalt or concrete) to match existing.

Limits of such repair will be determined by Owner and Architect, based on pre-existing conditions photographs submitted to the Architect.

- d. Designation of Storage and Working Area: Laydown areas and storage areas shall be as follows: The laydown/storage area shall be only those portions of the street (parking lanes, partial traffic lanes, etc.) which the Contractor can negotiate with the City of Jackson for use of during construction; possibly the narrow east-west lawn just south of the existing mechanical equipment yard, provided that this lawn is re-sodded with hybrid Bermuda sod at conclusion of construction; and possible use of part of the brick-paved plaza adjacent to the main south building entrance, provided that pedestrian access is maintained into the building, and from the parking garage west of the site to Lamar Street. The Contractor must confine his operations within the designated area, providing space for all subcontractors. Any damage to the grounds within the designated work area or storage area shall be repaired by the Contractor and left, on completion, in the same state as found to exist at the start of the work or as shown on the building plans. Such damage shall include repairs or replacements of shrubs and trees. If the Contractor requires additional area for any purpose, a formal written proposal shall be submitted to the Architect and Owner.
- e. Designation of Parking Area: Designated parking area for construction personnel: Owner has no specific parking spaces available to offer the Contractor (south parking lot may not be used), and Contractor shall furnish parking as part of his laydown/storage area, or shall prepare to provide parking for personnel elsewhere.
- g. Theft and Vandalism: The Owner will not be responsible for the safety of the Contractor's work, materials, or equipment. Protection of the property within the contract work area both day and night shall be the responsibility of the Contractor.
- h. Objectionable Workmen: Any workmen who may, because of improper conduct, become objectionable, will be promptly removed by the Contractor at the request of the Architect.
- i. Burning: There shall be no burning on properties of the State of Mississippi. All clearing and grubbing, debris, rubbish, trash, and any other material which is subject to burning shall be removed and disposed of outside the limits of the Delta State University property. It shall be the responsibility of the Contractor to acquire, maintain, and pay for, if necessary, any permits and fees for an EPA Compliant disposal area.
- j. Protective Measures: All signs, lights, barricades, covered walkways, signals, fences, etc., required for site safety shall conform to or exceed the requirements of Chapter 33 of the International Building Code (latest edition), Safeguards During Construction. Construction fence, if deemed necessary by Contractor for protection of completed work or stored materials, shall consist of material and height as defined by Contractor. Protective tunnels around building's perimeter shall be provided to allow safe pedestrian access of the general public, and the building's Users, to, from, and around the Robert E. Lee Building. ALL public entrances, fire exits, and delivery access shall be made freely open and accessible at all times.
- k. Trees and Plantings: Within the work area trees and plantings shall be protected at all times if required. The Contractor shall also take care to protect trees outside the work area.
- l. Organized safety measures shall be enforced on all construction work.
- m. Critical project sequencing: Refer to Section 01900 Division One Supplement.
- n. All scaffolding and vertical transport selection, design, construction, and use shall be considered "means and methods of construction" and shall be at the sole discretion of the Contractor. Contractor shall be responsible for

evaluating existing structures for adequacy of support for such systems. Calculations for existing framing, slab capacities, etc. shall be provided by a registered structural engineer licensed to practice in the State of Mississippi, and attachment design and bearing adequacies shall be certified by this structural engineer and submitted to Architect and Owner for file purposes only.

11. Weather Days: Shall be allocated per Item 14. below.
12. Drawings and Specifications:
 - a. Drawing a portion of work in detail and outlining the balance shall mean that such details shall be continued to completion to get the full effect intended by the Architect.
13. The Contractor shall keep a Daily Project Report documenting the conditions which exist and the construction related activities which occur at the Project Site, for every Calendar Day, from the Date of the Notice To Proceed through the Date of Final Acceptance. For any day which is not a scheduled work day (Holiday, Saturday, Sunday), and during which no work was preformed, the Contractor shall indicate on the report only the weather and site conditions which were known to exist on that day.
 - a. Report format: Use an 8-1/2" x 11" pre-printed standardized form for reporting the required data.
 - b. Information Required: The Daily Project Report shall include the following information as a minimum:
 1. Contractor Identity: Name, address, phone, fax, e-mail.
 2. Project Identity: Name, Location, Architect's project number.
 3. Project Weather Conditions: Clear, partly cloudy, overcast, misting, light rain, heavy rain, hot, cold, warm, temperature range, wind conditions. Include statement indicating impact of Weather Conditions on the work scheduled for that day.
 4. Site Conditions: Clear, muddy, dusty. Include statement indicating impact of Site Conditions on the work scheduled for that day.
 5. Work in Progress (including work begun and completed) with names of entities performing work and number of employees present for each.
 6. Visitors to Site.
 7. Problems encountered and disposition of each.
 8. Summary of Architect's instructions.
 9. Name and signature of Contractor's representative who prepared the report.
 - c. Monthly Submittals:
 1. Contractor shall submit two (2) bound sets (in accordance with Submittal Format indicated hereinafter) of copies of the Daily Project Reports with each monthly Application For Payment. One copy will be retained by the Architect and one copy will be forwarded to the Owner's Representative.
 2. Record Submittals: Contractor shall provide one (1) bound set, same as for Monthly Submittals to Section 01720 - Project Record Documents, for each Pay Period.
 3. Submittal Format:
 - a. Binders: Commercial quality, 8-1/2" x 11", 3 clasp, softback binder with clear plastic cover, equal to Smead No. 121BK. Identification (Title Page): The first page following the clear cover shall include the following typed information: Project Identity; Contractor Identity; Time Period of Reports.

14. Weather Days: The table below defines the monthly anticipated adverse weather for the contract period and is based upon NOAA or similar data for the geographic location of the project.

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
13	10	8	7	6	6	8	6	5	4	6	10

- a. The above table constitutes the base line for monthly (or portion thereof) adverse weather evaluations. Actual adverse weather days are to be recorded on a calendar day basis, excluding weekends and holidays, and compared to the monthly anticipated adverse weather at the end of each month. Once the number of factually adverse weather days anticipated in the table above has been incurred, the Architect will examine any subsequently occurring adverse weather days to determine whether or not the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must incur a minimum of .1" precipitation, must prevent work for 50% or more of the Contractor's workday and must delay work critical to the timely completion of the project in order to qualify for an extension of time. Delays caused by extreme heat or cold will not be considered weather days. Additional time will not be added to Contract Time for work that was delayed on subsequent days to actual weather days as a result of the actual rain days. Weather days may not be requested for portions of the Work that occur in the interior of the building. An onsite daily log of weather conditions is to be maintained by the project superintendent.

END OF SECTION

