# Houstonf1rst.

DATE: February 7, 2018

SUBJECT: Letter of Clarification

## RE: Hilton Americas Guestroom Conversion (19th Fl.) – Invitation to Bid

#### TO: All Prospective Bidders

Houston First Corporation ("HFC") issues this Letter of Clarification regarding the referenced Hilton Americas Guestroom Conversation (19th Fl.) Invitation to Bid to clarify certain Project matters identified during the Pre-Submittal Conference and subsequent internal discussions:

## **CLARIFICATIONS**

1. <u>Bid Opening</u>. For the convenience of all bidders, bids received will be opened and read aloud at **11:15 a.m. 2:00 p.m.** on the date of the Submission Deadline **(i.e., February 13, 2018)** in the second-floor lobby of the HFC administrative office at Partnership Tower, located at 701 Avenida de las Americas, Houston, TX 77010.

2. <u>Specifications</u>. Specifications for this Project, which form an integral part of the Contract Documents, are available online at <u>https://www.houstonfirst.com/do-business/</u>; however, in the event of a conflict, the Hilton Guestroom Conversion Project Agreement and Terms & Conditions shall control and prevail over the Specifications.

3. <u>Separate Contracts</u>. HFC expects to award separate contracts for the performance of the following Project-related construction activities at the Project Site, which may occur, at HFC's sole option, prior to commencement of Work under this Contract, concurrent with the Work under this Contract, or as future work:

- a. Fire-protection System renovation, including mains piping, branch lines, pipe drops and sprinkler heads.
- b. Fire alarm system, including fire alarm controls, switches, smoke detectors and notification appliances.
- c. HVAC Building Management System and Temperature Controls, including temperature sensors and humidistats.

4. <u>Terms & Conditions – New Article 10</u>. The following Article 10 is added to the Terms & Conditions portion of the Contract Documents for all purposes:

# ARTICLE 10: CONSTRUCTION BY HFC'S SEPARATE CONTRACTORS

10.1 HFC shall have the right to perform on-site construction operations related to the Work and as part of the Project with its own forces or with separate contractors.

10.2 Contractor shall afford to HFC and its separate contractors reasonable opportunity for introduction and storage of their materials and equipment at the Project Site, and for performance of their construction activities.

10.3 Contractor shall coordinate the Work under this Contract with construction activities performed under separate contracts and advise HFC and Architect of installation schedules and critical dates when Contractor's Work is dependent on the performance of construction activities by others.

10.4 If part of Contractor's Work depends on proper execution of construction or operations by HFC and its separate contractors, then Contractor shall, prior to proceeding with that portion of the Work, inspect the other work and promptly report to Architect apparent discrepancies or defects in the other construction that would render it unsuitable for the proper execution of the Work. Failure of Contractor to report apparent discrepancies or defects in the other construction shall constitute acknowledgment that HFC's or separate contractor's completed or partially completed construction is fit and proper to receive Contractor's Work, except as to discrepancies or defects not then reasonably discoverable.

10.5 Contractor shall promptly remedy damage caused by Contractor to completed or partially completed construction or to property of HFC or separate contractor.

Letters of Clarification become a part of the Invitation to Bid automatically upon issance and supersede any previous specifications and/or provisions in conflict therewith. By submitting a bid, bidders are deemed to have received all Letters of Clarification and to have incorporated them into their bid.