ADDENDUM 1

DATE: May 03, 2019
PROJECT: OCB AHU Replacement – Units 8 & 9
ITB NO: 744-B1912
OWNER: The University of Texas Health Science Center at Houston
TO: Prospective Proposers

This Addendum forms part of and modifies Proposal Documents dated, April 17, 2018, with amendments and additions noted below.

1. **Clarifications, Questions and Answers:**

   1. We do not see a bid bond necessary on this project. Is that correct?
      Answer: Correct, no bid bond, only payment and performance bonds will be required for this bid.

   2. Can this work be done during normal business hours?
      Answer: Most of the work should be able to be completed during normal hours, except for excessive noise creators and anything that will involve shutting down the air or utilities feeding the building (these will need to be completed after hours).

   3. Will we have a designated lay down area outside or do we have to unload and load up every day?
      Answer: We will be able to coordinate something for laydown, but whether or not you have to load up every day will be dependent upon what is requested for laydown area and what can be provided.

   4. Who is your contact at JCI?
      Answer: charlie.williams@jci.com – He can point you in the correct direction.

   5. What is the budget on this job?
      Answer: This information is considered privilege information and cannot be disclosed at this time.

   6. Can we schedule another walk thru with subs?
      Answer: Yes

   7. Hot tap on Chilled Water lines is Ok
      Yes.

   8. Would you pls give us the preferred roofer pho. #?
      Answer: UT Health does not have a preferred roofer, but the roof system is Carlisle Syntek System and warranty must be maintain (Appendix A).

   9. Alternate 3 (REVISED) – Construct new AHU 9 and all accompanied scope.
REVISED * SECTION 6 – RESPONDENT'S BASE PRICING AND DELIVERY BID

TO: The University of Texas
    Health Science Center at Houston

BY: 

(Company Name)

(Address)

(City, State, Zip Code)

(Date)

PROJECT: ITB-744-1912-OCB AHU Replacement - Units 8&9

Dear Sir:

Having carefully examined the Project Requirements, the General Conditions, the Plans and Specifications and any Addenda to the Plans and Specifications as prepared by the University of Texas Health Science Center at Houston (the Owner of this Project), as well as the premises and all conditions affecting the work, the undersigned promises to furnish all equipment, labor, materials, supervision, services, and required bonding to complete the entire work in complete accordance with the above document for the following firm, fixed prices. The University will not accept bids which include assumptions or exceptions to the work identified in the Project Requirements.

6.1 TOTAL BASE PRICE

Price: $______________________________

______________________________ DOLLARS

NOTE: Amounts shall be shown in both written and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern.

6.1.1 BREAKDOWN OF BASE PRICE

Total Materials Cost $________________________

Total Labor Cost $________________________

Total General Conditions $________________________

Total Overhead $________________________

Total Profit $________________________

**Please provide a Schedule of Values along with your Pricing Bid**
6.2 Alternate 1: Provide relief air to AHU 8 in new location. (Ref plans RA-8-1 and all accompanied scope.)

Price: $ __________________________________________________________________________

__________________________________________________________________________________DOLLARS

6.3 Alternate 2: Demo original AHU 8 in preparation for construction of the new AHU 9.

Price: $ __________________________________________________________________________

__________________________________________________________________________________DOLLARS

6.4 Alternate 3: Construct new AHU9 and all accompanied scope.

Price: $ __________________________________________________________________________

__________________________________________________________________________________DOLLARS

NOTE: Amounts shall be shown in both written and figure form. In the event of a discrepancy between the written amount and the figure amount, the written amount shall govern

6.5 UNIVERSITY’S PAYMENT TERMS

University’s standard payment terms for services are “Net 30 days.” Proposer agrees that University will be entitled to withhold five percent (5%) of the total payment due under the Agreement until after University’s acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: _____% _____days/net 30 days.

6.6 BASE DELIVERY SCHEDULE

Indicate total time for completion of entire project.

Calendar Days to Complete ______________________________________

(Days to complete must match the days in the Construction Schedule document that is provided with the bid).

Additional Calendar Days to complete Alternate 1 (if applicable) ______________________

Additional Calendar Days to complete Alternate 2 (if applicable) ______________________

Additional Calendar Days to complete Alternate 3 (if applicable) ______________________
Your calendar days to complete the project must include the following:

- 10% float per UGC
- Submittal review process
- Substantial completion date: ____________
- Final completion date: ____________
CARLISLE MEMBRANE ROOFING SYSTEM WARRANTY

SERIAL NO. 10106139

DATE OF ISSUE: July 14, 2014

BUILDING OWNER: UT HEALTH SCIENCE CENTER HOUSTON OPERATIONS CENTER

NAME OF BUILDING: UT OCB MAIN & ANNEX ROOF REPLACEMENT

BUILDING ADDRESS: 1851 CROSSPOINT, HOUSTON, TX

DATE OF COMPLETION OF THE CARLISLE MEMBRANE SYSTEM: 04/30/2014

DATE OF ACCEPTANCE BY CARLISLE: 07/14/2014

CARLISLE Roofing Systems, Inc. (Carlisle) warrants to the Building Owner (OWNER) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Membrane Roofing System (CARLISLE MEMBRANE SYSTEM) installed by a Carlisle Authorized Roofing Applicator for a period of 20 years commencing with the date of Carlisle's acceptance of the Carlisle Membrane System installation. However, in no event shall Carlisle's obligations extend beyond 20.5 years subsequent to the date of substantial completion of the Carlisle Membrane System. See below for exact date of warranty expiration.

The Carlisle Membrane System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, insulation, cover boards, fasteners, fastener plates, fastening bars, metal work, insulation adhesives, and any other Carlisle brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Membrane System. Owner should send written notice of a leak to a Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Membrane System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.

3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
   (a) The Carlisle Membrane System (Membrane, Insulation or Accessory) is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of fifty-five mph or higher measured at 10 meters above ground; or
   (b) Loss of integrity of the building envelope and, or, structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or
   (c) The Carlisle Membrane System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
   (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Membrane System; or
   (e) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Membrane System and cause a leak, or otherwise damage the Carlisle Membrane System.

4. This Warranty shall be null and void if any of the following shall occur:
   (a) If, after installation of the Carlisle Membrane System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
   (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.

5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.

6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Membrane System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Should these procedures be satisfied, Carlisle will not unreasonably withhold the reissuance of this warranty.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

CARLISLE DOES NOT WARRANT THE EXISTING INSULATION UTILIZED IN THIS INSTALLATION, AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INTEGRITY, INSTALLATION, OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY THE EXISTING INSULATION.

BY: Robert H. McNeill
AUTHORIZED SIGNATURE
TITLE: Director, Technical and Warranty Services

This Warranty Expires: July 13, 2034

P.O. Box 7000 Carlisle, PA 17013 Phone: 800.233.0551 Fax: 717.245.7121 www.carliesysntec.com

WA-F0002 (6/14)