



**DALLAS-FORT WORTH
INTERNATIONAL AIRPORT**

ADDENDUM NO. 05

TO THE REQUEST FOR BIDS

Contract No. 9500414

DPS Fire Training Facility Upgrades

October 25, 2010

THE REQUEST FOR BIDS (RFB) FOR THE ABOVE IS HEREBY REVISED AS FOLLOWS:

THIS ADDENDUM CONSISTS OF Two (2) PAGES.

THE CONTRACT DOCUMENTS FOR THE ABOVE TITLED PROJECT ARE HEREBY AMENDED OR REVISED AS FOLLOWS:

- Item 1.** Delete INSTRUCTION TO BIDDERS of the Bid Documents and replace with attached.
- Item 2.** Delete Bid pages B-1 to B-15 of the BID FORM of the Bid Documents and replace with attached.
- Item 3.** Delete SAMPLE CONTRACT, BONDS, INSURANCE CERTIFICATE, AND SCHEDULE OF SUBCONTRACTORS FORMS of the Bid Documents and replace with attached.

Item 4. Per the instructions on page 2 of the BID FORM and section 20-9 of the General Provisions, a Bid Guaranty is required accompanying the Bid submission and is consisting of Bid Bond or Cashiers' Check in the amount of five percent (5%) of the total Bid, or in the case of bid alternates, five percent (5%) of the highest total Bid.

The following is acceptable:

- a) Bid Bond, with the wording, or similar, "in the sum of Five Percent of the Greatest Amount Bid (5% GAB)"; or
- b) Cashiers' Check with the Bid price calculated as follows:
 - Total Bid Price shall be the sum of:**
 - **The Base Bid Price; plus**
 - **Alternate One Price; plus**
 - **The greater price of Alternates Two and Three; plus**
 - **The greater price of Alternates Four and Five.**

It is not required to submit a Bid Bond or Cashiers' Check which is the sum total amount of the Base Bid Price plus all Alternates.

Item 5. The D/M/WBE participation goal is 30%. All participating subcontractors applicable to the project are required to be identified and included on the SCHEDULE OF SUBCONTRACTORS form (page 7 of the revised BID FORM) as part of the bid. The submission of this information is considered an issue of responsiveness, and the Board will not award a contract to any Contractor who has not supplied this documentation.

Prime and Subcontractor work allocation on the form shall be indicated as percentage of the total dollar value of this contract and not as a dollar amount. Bids failing to observe this requirement shall be deemed non-responsive.

Item 6. Delete page 3, "BUY AMERICAN CERTIFICATE", of the Mandatory Construction Contract Provisions of the Bid Documents and replace with attached.

END OF ADDENDUM NO. 5

INSTRUCTIONS TO BIDDERS

NOTICE: The Bidder shall refer to General Provisions and Special Provisions herein for bid requirements in addition to the following:

CAUTION TO BIDDERS

1. **AS-BUILT DRAWINGS:** Caution must be exercised when using any Dallas-Fort Worth Airport "As-Built" drawings. The accuracy of these drawings is not guaranteed by the DFW Airport BOARD, and total reliance on them by consultants and other contractors is at their risk. Contractors performing sub-surface work should contact Dallas-Fort Worth Airport Maintenance, Documentation Section, at (972) 973-6125 prior to any excavation.
2. **QUALITY ASSURANCE / QUALITY CONTROL TESTING:** Bids are to be prepared in accordance with Contract Documents which state that the BOARD will perform and pay for all Quality Assurance tests required for acceptance of the Work and the establishment of penalties relating to deficient Work. The Contractor is to perform and pay for all Quality Control testing it deems necessary to ensure that the Work meets Specification requirements. Costs for the Quality Control tests are to be included in Bid Items.
3. **ANCILLARY/INTEGRAL PROFESSIONAL SERVICES:** In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254-004 of the Texas Government Code and so shall certify to the Board with its bid.

RECEIPT AND OPENING OF BIDS

The Dallas/Fort Worth International Airport Board (herein called the "OWNER") invites Bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the OWNER at Dallas/Fort Worth International Airport, 3003 S. Service Road, Dallas/Fort Worth Airport, Texas, until 2:00 p.m., LOCAL TIME, Monday, November 8, 2010 and then publicly opened and read aloud. Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Contractor, Contractor's address, and the name and contract number of the Work for which the Bid is submitted and designated (Example: Contract No. 9500414, DPS Fire Training Facility Upgrades).

If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to Dallas/Fort Worth International Airport Board, Airport Development and Engineering Department, P. O. Box 612008, Dallas/Fort Worth Airport, Texas 75261-2008.

If forwarded by courier, the bid should be addressed to Dallas/Fort Worth International Airport Board, Airport Development and Engineering Department, 3003 S. Service Road, Dallas/Fort Worth Airport, Texas 75261.

Any Bid received after the time and date specified shall not be considered. Bidders may not withdraw a Bid within sixty (60) calendar days after the opening thereof.

ADDENDA AND INTERPRETATIONS

Requests for interpretation of the Bidding Documents must be in writing addressed to Bennet King, Airport Development and Engineering Department, P. O. Box 612008, Dallas/Fort Worth Airport, Texas, 75261-2008, and to be given consideration must be received at least ten (10) calendar days prior to the date fixed for the opening of bids. Requests for interpretation may be faxed to (972) 973-1758. Only substantive items, as determined by the OWNER, will be addressed in the form of written addenda, which, if issued, will be faxed or mailed to Bidders at the address or fax number provided at the time bid documents were purchased. Failure of any Bidder to receive any such addendum shall not relieve such Bidder from any obligations under its Bid as submitted. All addenda issued shall become part of the Contract Documents. The OWNER may elect to not respond to all inquiries in this manner.

PREBID CONFERENCE

A Pre-Bid Conference is scheduled 11:00 a.m. on Thursday, September 16, 2010 at the DPS Fire Training Facility 1524 West 27th street, Grapevine (DFW Airport), Texas 75261, at which time questions will be received. Addenda will be prepared, if needed, to clarify any items brought up at the Pre-Bid Conference.

BID FORM

(The following "Bid Form" pages shall be submitted, along with the required Bid Guaranty, as the "BID")

BID TO

DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD

FOR

DPS Fire Training Facility Upgrades

CONTRACT NO. 9500414

BID FORM

**BID TO
DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD
FOR
CONTRACT NO. 9500414
DPS FIRE TRAINING FACILITY UPGRADES**

This is a contract for a construction project. The project is generally for the construction of the DPS Fire Training Facility Upgrades.

It is the intent of the Board to comply with all applicable laws, rules, and regulations in issuing this request for bid and procuring construction of this project.

The Board reserves the right to reject any bid for any reason, including if, on the face of the bid received, it is clear that acceptance of the bid would not comply with any applicable bidding laws, rules, or regulations.

The undersigned, as bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the Bid Requirements and Contract Documents, including the form of the Contract to be entered into, the Special Provisions, Mandatory Provisions, General Provisions, Plans, Technical Specifications, Addenda, Instructions to Bidder, Bid Documents, Performance Bond, Payment Bond, and all Addenda thereto, and the conditions of this Bid, and the conditions and classes of materials of the proposed Work; and agrees that he will provide all the necessary supervision, labor, machinery, tools, supplies, equipment, transportation and other facilities, apparatus, and other means of construction and will do all the Work and furnish all the materials called for by such, in the manner prescribed therein and according to the requirements therein set forth, and to perform all other obligations imposed by the Contract Documents for the prices named in the Bid Schedule hereinafter appearing.

It is understood and agreed that if awarded the Contract, Work will commence within ten (10) calendar days after the date of the Notice to Proceed and that the total Work will be completed in accordance with the Schedule of Construction set forth herein.

It is further understood that the Prevailing Wage Rates TX100043 revised 08/27/2010, issued by the Department of Labor as established by law are to govern the Work. The Bidder certifies that he has examined the wage rate determination and that prices bid are based on compliance with said determination.

Accompanying this Bid is the required Bid Guaranty consisting of Bid Bond or Cashiers' Check in the amount of five percent (5%) of the total Bid, or in the case of bid alternates, five percent (5%) of the highest total Bid.

The certified check accompanying a Bid shall be returned to the Bidder upon execution of the Contract.

In the event of the award of a Contract, the undersigned will deposit with the BOARD a Contract Performance Bond and a Payment Bond as required by the Contract Documents, guarantying faithful performance of the Contract, and any payment of all labor, materials and other sundry items, in accordance with the Contract Documents, and will deliver certificates of insurance evidencing insurance required by the Contract Documents.

The Work proposed to be done shall be fully completed and finished to the entire satisfaction of the BOARD.

The undersigned certifies that the price contained in this Bid has been carefully checked out and is submitted as correct and final.

In conformity with the Special Provisions, the amount of liquidated damages for this Contract shall be as shown in Article 1.0, of the Special Provisions.

**CONTRACT NO. 9500414
DPS Fire Training Facility Upgrades**

ANCILLARY/INTEGRAL PROFESSIONAL SERVICES. Bidder certifies that in selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254-004 of the Texas Government Code.

Certification of compliance with the provisions of Section 2254-004 of the Texas Government Code: _____

Receipt is hereby acknowledged of the following Addenda to the Contract Documents:

Addendum No. 1 Date Received	<u>August 31, 2010</u>	Ack. By	_____
Addendum No. 2 Date Received	<u>September 17, 2010</u>	Ack. By	_____
Addendum No. 3 Date Received	<u>September 29, 2010</u>	Ack. By	_____
Addendum No. 4 Date Received	<u>October 13, 2010</u>	Ack. By	_____
Addendum No. 5 Date Received	<u>October 25, 2010</u>	Ack. By	_____
Addendum No. 6 Date Received	_____	Ack. By	_____
Addendum No. 7 Date Received	_____	Ack. By	_____

SUMMARY OF BID

BASE BID

CONTRACTOR agrees to construct **Contract No. 9500414, DPS Fire Training Facility Upgrades**, in accordance with the contract terms, plans and specifications and to complete the work within Five Hundred Forty (540) consecutive calendar days for substantial completion, with an additional Sixty (60), consecutive calendar days for final completion, from the date set forth in the Notice to Proceed for the following lump sum amount:

BASE BID PRICE: _____
 _____ DOLLARS and ____/100 (\$ _____).

Separate Cost Breakdown (for Tax Exemption Information)

Materials to be Incorporated.....	\$ _____
All Other Costs	\$ _____
Total Base Bid	\$ _____

ALTERNATE ONE

CONTRACTOR agrees to delete the requirement to provide a walk-on surface as illustrated on the northwest half of the propane burn pit, and provide a drive-on surface over this area. The cost indicated on the bid document shall reflect the difference between the cost of providing a drive-on surface on the northwest half of the burn pit and the cost of providing a walk-on surface on this same area. Contractor agrees to provide this work within the contract time stipulated for the Base Bid, for the following lump sum amount:

ALTERNATE ONE PRICE: _____
 _____ DOLLARS and ____/100 (\$ _____).

Separate Cost Breakdown (for Tax Exemption Information)

Materials to be Incorporated.....	\$ _____
All Other Costs	\$ _____
Total Base Bid	\$ _____

ALTERNATE TWO

CONTRACTOR agrees to delete the requirement to provide a hybrid aircraft mock-up as indicated on the drawings and described in the Performance Specifications, and provide an A380 mock-up, modified to comply with Advisory Circular 150/5220-17B. Provide all other requirements for internal fires, control systems, etc. as listed in the Technical Specifications, Division 1, Section 01010, Sub-section 1.1.B.2., and in the Performance Specifications. The cost indicated on the bid document shall reflect the difference between the cost of providing the A380 aircraft mockup and the cost of providing the hybrid as shown on the drawings. Contractor agrees to provide this work within the contract time stipulated for the Base Bid, for the following lump sum amount:

ALTERNATE TWO PRICE: _____
_____ DOLLARS and ____/100 (\$ _____).

Separate Cost Breakdown (for Tax Exemption Information)

Materials to be Incorporated.....\$ _____
All Other Costs\$ _____
Total Base Bid\$ _____

ALTERNATE THREE

CONTRACTOR agrees to delete the requirement to provide a hybrid aircraft mock-up as indicated on the drawings and described in the Performance Specifications, and provide a B747 mock-up, modified to comply with Advisory Circular 150/5220-17B. Provide all other requirements for internal fires, control systems, etc. as listed in the Technical Specifications, Division 1, Section 01010, Sub-section 1.1.B.2., and in the Performance Specifications. The cost indicated on the bid document shall reflect the difference between the cost of providing the B747 aircraft mock-up and the cost of providing the hybrid as shown on the drawings. Contractor agrees to provide this work within the contract time stipulated for the Base Bid, for the following lump sum amount:

ALTERNATE THREE PRICE: _____
_____ DOLLARS and ____/100 (\$ _____).

Separate Cost Breakdown (for Tax Exemption Information)

Materials to be Incorporated.....\$ _____
All Other Costs\$ _____
Total Base Bid\$ _____

ALTERNATE FOUR

CONTRACTOR agrees to delete the requirement to install the new 5000 s.f. hydrocarbon pit in the location indicated on the drawings. Provide concrete pavement to the limits indicated on the drawings (including the deleted hydrocarbon pit area). Provide trench drain and asphalt pavement apron to the limits shown on the drawings. Refurbish the existing pit and infrastructure to provide a single pit capable of using both propane and hydrocarbon fuel, with a drive-on surface over the entire pit area. The cost indicated on the bid document shall reflect the difference between all costs associated with deleting the new 5000 s.f. hydrocarbon pit and providing a dual fuel drive-on Burn Pit in the existing propane burn pit location, and the cost of providing the work required as part of the Base Bid. Contractor agrees to provide this work within the contract time stipulated for the Base Bid, for the following lump sum amount:

ALTERNATE FOUR PRICE: _____
_____ DOLLARS and ____/100 (\$ _____).

Separate Cost Breakdown (for Tax Exemption Information)

Materials to be Incorporated.....\$ _____
All Other Costs\$ _____
Total Base Bid\$ _____

ALTERNATE FIVE

CONTRACTOR agrees to provide the new 5000 s.f. hydrocarbon pit and infrastructure as indicated on the drawings. Refurbish the existing propane pit and infrastructure to provide a single pit capable of using both propane and hydrocarbon fuel, with a drive-on surface over the entire pit area. The cost indicated on the bid document shall reflect the difference between all costs associated with providing a dual fuel, drive-on Burn Pit in the existing propane burn pit location, and the cost of providing the work required as part of the Base Bid. Contractor agrees to provide this work within the contract time stipulated for the Base Bid, for the following lump sum amount:

ALTERNATE FIVE PRICE: _____

_____ DOLLARS and ____/100 (\$ _____).

Separate Cost Breakdown (for Tax Exemption Information)

Materials to be Incorporated.....	\$ _____
All Other Costs	\$ _____
Total Base Bid	\$ _____

The contract, if awarded, shall be to the lowest responsive, responsible bidder whose bid, conforming with all materials terms and conditions of the invitation for bids, is the lowest in price.

The determination of the lowest bidder will be based on the lowest bid received by a responsive, responsible bidder on the combination of Base and Alternate bids that are determined by the Owner to be in its best interest. The OWNER reserves the right to Contract for any combination of Base and or Alternates stated, or none of the above.

Bidders must bid on the base and all alternates. Bids addressing only the base or alternate items will be considered non-responsive.

The bidder shall complete the following statement by checking the appropriate space.

The bidder has ___ has not ___ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The bidder has ___ has not ___ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

Standard Form 100 is normally furnished contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a contractor has not received the form, he may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, DC 20506.

() *The below listed firm is a Disadvantaged Business Enterprise (DBE / M/WBE).*

NAME OF BIDDER/CORPORATION: _____

BIDDER'S ADDRESS: _____

CITY, STATE, ZIP: _____ PHONE NO.: _____

PRINTED NAME & TITLE OF PERSON SIGNING BID

FEDERAL I.D. NUMBER

SIGNATURE: _____

(Seal, if bid by a Corporation)



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

SCHEDULE OF SUBCONTRACTORS¹ (PRELIMINARY)

Prime Bidder/Contractor: _____

DBE MBE WBE NON-D/M/WBE

Contract Name: _____

Contract/Solicitation Number: _____

As part of the procedures for the submission of a complete Proposal/Bid, all Bidders/Proposers are required to identify **ALL** participating subcontractors applicable to the above project and include this form as part of the bid. **The submission of this information is considered an issue of responsiveness, and the Board will not award a contract to any Contractor who has not supplied this documentation.** Use additional sheets if necessary.

Name of Subcontractor(s)	Certification Status ² (check the applicable)				Description of Material or Service Being Provided or Performed	Percentage (%) of Work
	DBE	MBE	WBE	NON-D/M/WBE		
Percentage of Work to be Completed by Non-D/M/WBE Subcontractors						
Percentage of Work to be Completed by D/M/WBE Subcontractors						
Percentage of Work to be Self-Performed by the Prime						
Total Percentage of Work						

PRIME CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the Board's D/M/WBE Program) in support of the Board's minority/women business intent and objective may result in being considered non-responsive to the Board's requirements. Furthermore, It is understood and agreed that, if awarded a Contract by the Airport Board, the Contractor will not make additions, deletions, or substitutions to this certified list of DMWBE subcontractors without the consent of the Board's Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of D/M/WBE Form No. 102, *Request for Approval of Change to Final Schedule of Subcontractors* if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board's D/M/WBE program as deemed necessary including but not limited to audits of submitted D/M/WBE information applicable to the Contractor/subcontractors participating on the Contract.

Name and Title of Authorized Representative: _____

(Please print or type)

Signature: _____ Date: _____

¹ Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime contractor on an Airport contract at any tier.

² In order to credit the participation of minority and woman-owned businesses on Airport procurements towards the Airport's MWBE overall and contract specific goals, the Airport will require that minority and woman-owned businesses are certified as MWBEs by BDDD or a certification agency approved by the Airport's BDD department. As Defined in the M/WBE and DBE Policy and Procedures Manuals.

WORKFORCE COMPOSITION

NAME OF BIDDING FIRM/ CONTRACTOR

DATE

Classification	American Indian or Alaskan Native			Asian or Pacific Islander			Black			Hispanic			White			Total Number of Full Time Employees				
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	ALL	%	
Officials and Managers																				
Professionals																				
Technicians																				
Sales Workers																				
Administrative Support Workers																				
Craft Workers																				
Laborers and Helpers																				
Service Workers																				
TOTAL																				

Definitions in accordance with Equal Employment Opportunity (EEO)

American Indian or Alaskan Native	A person having origins in any of the original peoples of North America, and who maintain their culture through a tribe or community
Asian or Pacific Islander	A person having origins in any of the original people of the Far East, Southeast Asia, India, or the Pacific Islands. These areas include, for example, China, India, Korea, the Philippine Islands, and Samoa.
Black	A person having origins in any of the black racial groups of Africa.
Hispanic	A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White	A person with origins in Europe, North Africa, or the Middle East.

REMARKS:

DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD



BUSINESS DISCLOSURE FORM

It is recommended this form be completed by a governing person, governing authority, or legal counsel.

Information about Entity Submitting Bid/Proposal/Offer

(This information must match the information provided on the Bid/Proposal/Offer.)

Business Name:					
Business Address:			Mailing Address:		
City	State	Zip	City	State	Zip
Business Web Address:					
Business Phone:			Business Fax:		
Contact Person:			Contact's Phone No.:		
Contact's E-Mail Address:					

I. Entity Ownership Information

(Check the appropriate box and provide requested details below.)

Business Structure: (Please check only one box)					
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership		<input type="checkbox"/> Corporation	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company		<input type="checkbox"/> ("C")	
IF CORPORATION, please check all the type(s) below that are applicable:					
<input type="checkbox"/> For Profit	<input type="checkbox"/> Non Profit	<input type="checkbox"/> Public	<input type="checkbox"/> Private		
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Professional	<input type="checkbox"/> Parent-Subsidiary	<input type="checkbox"/> Close		
State of Incorporation, Registration or Formation:					
State:		Month:		Year:	
Name(s) of Owner(s) or Partners (or Owner of DBA if applicable):					
Name of Joint Venture Participants, if applicable:					
UNLESS PUBLICLY TRADED list all individuals, partnerships, corporations or other entities having at least 10% ownership in the business and indicate their percentage of ownership. Attach additional sheets if necessary.					
Form Completion Date:					

Failure to properly complete and submit this form with the bid/proposal/offer may cause the bid/proposal/offer to be considered non-responsive.

Form Revised 08/07

BID BOND FORM

Following is the Bid Bond Form to be used by the Bidder if the election is made to supply a Bid Bond in lieu of other permitted bid guaranty. Refer to General Provisions, Section 20-9, Bid Guaranty and subsequent Special Provisions.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____
as Surety, are hereby held and firmly bound unto the Dallas/Fort Worth International Airport Board, as BOARD, in the penal sum of
(\$ _____) Dollars for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 2010.

The Condition of the above obligation is such that whereas the Principal has submitted to the Dallas/Fort Worth International Airport Board, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for DPS Fire Training Facility Upgrades, Contract No. 9500414.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the firm's faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this the _____ day of _____, 2010.

PRINCIPAL

BY: _____

SURETY: _____

BY: _____

The Resident Agent of the Surety in Dallas or Tarrant County, Texas, is:

NAME: _____ ADDRESS: _____

AIRPORT DEVELOPMENT AND ENGINEERING DEPARTMENT
BID FORMS, DOCUMENTS AND ACTIONS CHECKLIST

NOTE: This document is to be included with the bid response.

A check mark in the space provided indicates these forms, documents or actions have been completed and are included in the bid package. This checklist is intended to be an aid to reduce the possibility of errors in bid submission; it is not intended to relieve the Bidder from its obligations to review and comply with the Request for Bid requirements.

BEFORE SIGNING AND SEALING YOUR BID, PLEASE TAKE NOTE OF THE FOLLOWING. FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR BID TO BE REJECTED.

To be submitted with your Bid:

Initial to Indicate Compliance

_____ **BID FORMS.** Please ensure that all pages of the Bid Form document are completed, signed and included in the bid package.

_____ **ANCILLARY/INTEGRAL PROFESSIONAL SERVICES.** In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254-004 of the Texas Government Code and so shall certify to the Board with its bid. Please ensure compliance with this requirement by initialing the appropriate section of the Bid Form document.

_____ **ADDENDA.** Please ensure that all Addenda are properly acknowledged by initialing the appropriate section of the Bid Form document. If any addenda included amended bid pages or attachments, those documents must be used and included with the bid. Bidder has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.

_____ **BID PRICING SCHEDULE (IF APPLICABLE).** Please ensure that all forms are completed and included in the bid package. Please review the calculations to ensure they are correct.

D/M/WBE Compliance. If a D/M/WBE subcontracting goal is provided, the Bidder must include a Schedule of Subcontractors demonstrating sufficient subcontractor participation to meet or exceed the stated goal. Self performance by D/M/WBE Bidders does not meet the D/M/WBE subcontracting goal; D/M/WBE and non-D/M/WBE Bidders are both obligated to meet the stated subcontracting goal. If the stated subcontracting goal is not demonstrated, the Bidder must provide documentation evidencing their good-faith effort towards meeting the stated subcontracting goal with their bid.

_____ **SCHEDULE OF SUBCONTRACTORS.** Please ensure that all forms are completed, signed and included in the bid package.

_____ **SUMMARY OF GOOD FAITH EFFORT.** This information is required if the stated D/M/WBE subcontracting goal is not demonstrated on the Schedule of Subcontractors. If required, please ensure that all forms are completed, signed and included in the bid package.

_____ **WORKFORCE COMPOSITION FORM.** Please ensure that all forms are completed, signed and included in the bid package.

_____ **BUSINESS DISCLOSURE FORM.** Please ensure that all forms are completed, signed and included in the bid package.

_____ **BID BOND FORM (IF APPLICABLE).**

_____ Please ensure that the amount is correct.

_____ Please ensure that the Contract Title and Number are correct.

_____ Bid bonds should be made on the form furnished in the solicitation and be executed by not less than one corporate surety admitted to do business in the State of Texas.

_____ Individual sureties will not be accepted.

_____ **BIDDER QUALIFICATIONS.** When applicable to the specifications, please ensure that all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractors qualifications to provide products or services are included in the bid package.

To be performed prior to submitting Bid:

Initial to Indicate Compliance

_____ **READ/CONFIRM INTENT TO COMPLY.** Bidder has read all Contract Forms, Special Provisions, General Provisions, Technical Provisions, Plans, Technical Provisions and all other material provided in the Request for Bid and confirms their intent to comply with all stated provisions.

_____ **PROOFREADING.** Bidder has proofread all documents to ensure all information provided by the Bidder is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder.

_____ **ACCURACY.** Bidder has reviewed and confirmed all mathematical and numerical entries to ensure accuracy and commitment to honor pricing as submitted. The Board is not responsible for errors made by the Bidder.

_____ **INSURANCE COMPLIANCE.** Bidder has contacted insurance agent or representative to verify its ability to meet the stated insurance requirements and, if awarded a contract, that it will meet the insurance requirements. (See Special Provisions for insurance requirements.)

_____ **LATE BIDS/PROPOSALS.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids will not be accepted. Business hours for the Airport Development and Engineering Department are from 8:00 a.m. to 4:30 p.m., LOCAL TIME, Monday through Friday, except holidays. Airport Engineering and Development Department offices are located at 3003 South Service Road, DFW Airport, Texas 75261.

Required for Vendor Registration for Solicitation Notification and Payments:

_____ **SUPPLIER REGISTRATION.** While not a requirement of the bid submittal, Bidder has registered in the Board's Supplier Registration System, which is required for contracting with the Board. Web Address: <http://www.dfwairport.com/procurement/index.php>

END OF BID FORM

SAMPLE

CONTRACT,

BONDS,

INSURANCE CERTIFICATE,

AND

SCHEDULE OF SUBCONTRACTORS FORMS

CONTRACT AGREEMENT

THE STATE OF TEXAS)
)
COUNTIES OF DALLAS/TARRANT)

THIS CONTRACT dated the second (2) day of December, 2010 and effective when signed by all parties, is entered into by the DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD, a public body, established under the laws of the State of Texas and hereunto duly authorized by contract between the CITY OF DALLAS, a municipal corporation of Dallas County, Texas, and the CITY OF FORT WORTH, a municipal corporation of Tarrant County, Texas, herein called "Owner", and **NAME OF CONTRACTOR** a **STATE OF INCORPORATION OR REGISTRATION** **KIND OF BUSINESS**, with offices at **ADDRESS OF CONTRACTOR** herein called "Contractor".

WITNESSETH

1. CONTRACT AMOUNT

That for and in consideration of the payments and agreement hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements herein referred to as the "Work" as further defined herein as follows: the "DPS Fire Training Facility Upgrades" Project, for the price of **CONTRACT AMOUNT SPELLED IN WORDS** (\$**CONTRACT AMOUNT NUMERICAL**). The actual amount due the Contractor for the Work shall be determined in accordance with the Contract Documents.

2. COMMENCEMENT OF WORK

The Contractor hereby agrees and binds himself to commence the construction of the Work within ten (10) calendar days of the date set in the written Notice to Proceed, diligently proceed with the Work, and complete the Work within the specified Five Hundred Forty (540) consecutive calendar days for Substantial Completion with an additional Sixty (60) consecutive calendar days for Final Completion, for a total of Six Hundred (600) consecutive calendar days.

3. SURETY BOND

The Contractor agrees, that within fifteen (15) days after Notice of Award, and before beginning the Work, to make, execute, and deliver to the BOARD, a good and sufficient Surety Bond for the faithful performance of the terms and stipulations of the Contract, and agrees to make, execute, and deliver to the BOARD a good and sufficient Surety Bond as a guarantee that he will pay in full all bills and accounts for materials and labor used in the construction of the Work as provided by law in accordance with the BOARD's requirements set forth in "Contract". The Surety Company shall be a Surety company duly and legally authorized to do business in the State of Texas and acceptable to the BOARD.

**4.
VENUE**

It is mutually agreed and understood that this agreement is made and entered into by the parties hereto in accordance with the existing laws of the State of Texas with reference to and governing all matters affecting this Contract, and the Contractor agrees to fully comply with all the provisions of the same. Venue of any action brought under this Contract shall lie in Dallas or Tarrant County exclusively.

**5.
ENTIRE AGREEMENT**

This Contract, the documents issued hereunder, and the accompanying Special Provisions, Mandatory Provisions, General Provisions, Drawings, Technical Specifications, Addenda, Instructions to Bidder, Bid Documents, any required Performance Bond and Payment Bond and any required Insurance Certificates as identified on Attachment A hereto and other instruments specifically referred to herein constitute the entire agreement between the parties, and no prior or contemporaneous written or oral agreement exists now which can be deemed to alter the provisions hereof.

**6.
EXECUTION OF AGREEMENT**

EXECUTED on behalf of the DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD as duly authorized by Resolution No. **BOARD RESOLUTION NUMBER** of said BOARD, approved on **BOARD RESOLUTION DATE** specifying the payment of the consideration herein provided from the account of the Joint Airport Fund designated in said Resolution, and on behalf of **CONTRACTOR FIRM NAME** by the duly authorized officer whose name is subscribed below.

Contractor: **CONTRACTOR FIRM NAME**

Typed Name

Title

Approved As To Form:

LEGAL COUNSEL TO THE DALLAS/FORT
WORTH INTERNATIONAL AIRPORT BOARD

Dallas/Fort Worth International Airport Board:

Jeffrey P. Fegan, Executive Director

Contract No. 9500414
DPS Fire Training Facility Upgrades

ATTACHMENT A

SCHEDULE OF CONTRACT PROVISIONS, PLANS, SPECIFICATIONS, ADDENDA AND OTHER ITEMS **(To be Incorporated into Contract by Reference)**

Special Provisions, revision dated 10/09/09
Mandatory Provisions, revision dated 08/23/10
General Provisions, revision dated 07/13/10

Plans:

Incorporated into Contract No. 9500414 are the drawings titled DPS Fire Training Facility Upgrades, prepared by EJES/AECOM, dated March 31, 2010 and issued on September 7, 2010.

Specifications:

Incorporated into Contract No. 9500414 are the Technical Specifications, prepared by EJES/AECOM, dated March 31, 2010 and issued on September 7, 2010.

Addenda:

Addendum No. 1 issued August 31, 2010.
Addendum No. 2 issued September 17, 2010.
Addendum No. 3 issued September 29, 2010.
Addendum No. 4 issued October 13, 2010
Addendum No. 5 issued October 25, 2010.
Addendum No. 6 issued _____, 2010.

Instructions to Bidder, Bid Documents, any required Performance Bond and Payment Bond, any required Insurance Certificates.

PERFORMANCE BOND

THE STATE OF TEXAS)
COUNTY OF DALLAS AND)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS: That _____,
of _____, hereinafter called Principal, and _____,
a corporation organized and existing under the laws of the State of _____ and fully authorized to
transact business in the State of Texas, as Surety, are held and firmly bound unto the Dallas/Fort Worth
International Airport Board, acting on behalf of the Cities of Dallas and Fort Worth, municipal corporations
organized and existing under the laws of the State of Texas, hereinafter called Owner, in the penal sum of _____
DOLLARS (\$_____) in lawful money of
the United States, to be paid in Dallas County or Tarrant County, Texas, for the payment of which sum well and
truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change
Order which increases the Contract price, but in no event shall a Change Order which reduces the Contract price
decrease such obligations.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principal entered into a certain Contract designated as **Contract Number 9500414**, with the
Dallas/Fort Worth International Airport Board, the Owner, dated the **DAY OF CONTRACT DATE** day of **MONTH
OF CONTRACT DATE**, A.D. **YEAR OF CONTRACT DATE**, a copy of which is hereto attached and made a part
hereof, for the "**DPS Fire Training Facility Upgrades**" Project.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform and fulfill all of the
undertakings, covenants, terms, conditions, and agreements of said Contract in accordance with the plans,
specifications, and Contract documents during the original term thereof and any extension thereof which may be
granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required
under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms,
conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be
made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or
replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the
date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and
save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform
herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making
good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Tarrant or Dallas
County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed
thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract
or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253, Public Work Performance and Payment
Bond, Texas Government Code Title 10, and any other applicable statutes of the State of Texas.

PAYMENT BOND

THE STATE OF TEXAS)
COUNTY OF DALLAS AND)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS: That _____,
of _____, hereinafter called Principal, and _____,
a corporation organized and existing under the laws of the State of _____ and fully authorized to
transact business in the State of Texas, as Surety, are held and firmly bound unto the Dallas/Fort Worth
International Airport Board, acting on behalf of the Cities of Dallas and Fort Worth, municipal corporations
organized and existing under the laws of the State of Texas, hereinafter called Owner, in the penal sum of _____
DOLLARS (\$_____) in lawful money of
the United States, to be paid in Dallas County or Tarrant County, Texas, for the payment of which sum well and
truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change
Order which increases the Contract price, but in no event shall a Change Order which reduces the Contract price
decrease such obligations.

THE OBLIGATION TO PAY SAME is conditioned as follows:

Whereas, the Principal entered into a certain Contract designated as **Contract Number 9500414**, with the
Dallas/Fort Worth International Airport Board, the Owner, dated the **DAY OF CONTRACT DATE** day of **MONTH
OF CONTRACT DATE**, A.D. **YEAR OF CONTRACT DATE**, a copy of which is hereto attached and made a part
hereof, for the **"DPS Fire Training Facility Upgrades"** Project.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties and make prompt
payment to all persons, firms, subcontractors, corporations, and claimants supplying labor and/or materials in the
prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said
Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then
this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in Tarrant or Dallas
County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or addition to Contract, or to the Work performed thereunder, or the Plans,
Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligations on this Bond, and it
does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the
Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253, Public Work Performance and Payment
Bond, Texas Government Code Title 10, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent
in Dallas or Tarrant County to whom any requisite notices may be delivered and on whom service of process may
be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's
Annotated Civil Statutes of the State of Texas.

NOTE: It is preferred that the following Certificate of Insurance be used by all Contractors and sub-Contractors. However, if the prime contractor or any of its sub-contractors elect not to use this Certificate, the Certificate of Insurance received by the DFW Airport Development & Engineering must contain the following information:

◆ Include the following clauses:

❖ “The Certificate Holder has been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described herein.”

❖ “It is also agreed that 10 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverages provided in this certificate will be given to the certificate holder at their address shown below.”

◆ In the “Description of Operations/Locations/Vehicles/Special Items” block

❖ DFW Contract Number, i.e., 9500414

❖ DFW Contract Name/Description, i.e., DPS Fire Training Facility Upgrades

◆ Insert the following address in the “Name and Address of Certificate Holders” block

DFW International Airport Board
Airport Development & Engineering, Attn: Bennet King
P.O. Drawer 612008
DFW Airport, Texas 75261-2008

If this information is not included, the Certificate will be returned to the Agency for additional information and you will be considered “non-insured”.

Dallas Fort Worth International Airport Board

CERTIFICATE OF INSURANCE

In consideration of the premiums charged on the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGE		BEST RATING
	COMPANY LETTER	A	
	COMPANY LETTER	B	
NAME AND ADDRESS OF INSURED	COMPANY LETTER	C	
	COMPANY LETTER	D	
	COMPANY LETTER	E	

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be canceled or changed except in the application of the aggregate liability limits provisions, so as to affect the insurance described by this certificate until after 10 days written notice of such cancellation or change has been delivered to this certificated holder at its address shown below. It is also agreed that 10 days written notice by the insurance companies listed above of their intent not to renew their policies listed below for the same coverages provided in this certificate will be given to the certificate holder at their address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder.

COMPANY LETTER	TYPE OF INSURANCE	POLICY			ALL LIMITS IN THOUSANDS	
		NUMBER	EFFECTIVE DATE (MM,DD,YY)	EXPIRATION DATE (MM,DD,YY)		
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURRENCE ENDT CG2503				GENERAL AGGREGATE	\$
	PRODUCTS COMP/OPS AGGREGATE				\$	
	PERSONAL & ADVERTISING INJURY				\$	
	EACH OCCURRENCE				\$	
	FIRE DAMAGE (ANY ONE FIRE)				\$	
	MEDICAL EXPENSE (ANY ONE PERSON)				\$	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (EACH PERSON)	\$
	BODILY INJURY (EACH ACCIDENT)				\$	
	PROPERTY DAMAGE				\$	
	BODILY INJURY AND PROPERTY DAMAGE COMBINED				\$	
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM CLAIMS MADE OCCURRENCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$
					\$	
	WORKERS' COMPENSATION And EMPLOYER'S LIABILITY				STATUTORY	
	(EACH ACCIDENT)				\$	
	(DISEASE POLICY LIMIT)				\$	
	(DISEASE EACH EMPLOYEE)				\$	
	Other					

All companies named herein are admitted companies in the State of Texas, for that class of insurance.

The D/FW Board and the Cities of Dallas and Fort Worth, Texas have been named as an additional insured as respects the General, Automobile, and Excess Liability Policies described herein.

DFW CONTRACT NUMBER: 9500414

CONTRACT NAME: DPS Fire Training Facility Upgrades

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DFW International Airport Board
Airport Development & Engineering.
 Attn: Bennet King
 P.O. Drawer 612008
 DFW Airport, Texas 75261-2008

Date _____

Authorized Rep. _____

Address _____

Telephone _____



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

SCHEDULE OF SUBCONTRACTORS¹ (FINAL)

Prime Bidder/Contractor: _____

DBE MBE WBE NON-D/M/WBE

Contract Name: _____

Contract/Solicitation Number: _____

As part of the procedures for the submission of a complete Proposal/Bid, all Bidders/Proposers are required to identify **ALL** participating subcontractors applicable to the above project. The submission of this information is considered an issue of responsibility, and the Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

Name of Subcontractor(s)	Certification Status ² (check the applicable)				Description of Material or Service Being Provided or Performed	Percentage (%) of Work
	DBE	MBE	WBE	NON-D/M/WBE		
Percentage of Work to be Completed by Non-D/M/WBE Subcontractors						
Percentage of Work to be Completed by D/M/WBE Subcontractors						
Percentage of Work to be Self-Performed by the Prime						
Total Percentage of Work						

PRIME CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the Board's D/M/WBE Program) in support of the Board's minority/women business intent and objective may result in being considered non-responsive to the Board's requirements. Furthermore, It is understood and agreed that, if awarded a Contract by the Airport Board, the Contractor will not make additions, deletions, or substitutions to this certified list of DMWBE subcontractors without the consent of the Board's Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of D/M/WBE Form No. 102, *Request for Approval of Change to Final Schedule of Subcontractors* if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board's D/M/WBE program as deemed necessary including but not limited to audits of submitted D/M/WBE information applicable to the Contractor/subcontractors participating on the Contract.

Name and Title of Authorized Representative: _____

(Please print or type)

Signature: _____ Date: _____

¹ Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime contractor on an Airport contract at any tier.

² In order to credit the participation of minority and woman-owned businesses on Airport procurements towards the Airport's MWBE overall and contract specific goals, the Airport will require that minority and woman-owned businesses are certified as MWBEs by BDDD or a certification agency approved by the Airport's BDD department. As Defined in the M/WBE and DBE Policy and Procedures Manuals.

MANDATORY CONSTRUCTION CONTRACT PROVISIONS

BUY AMERICAN CERTIFICATE

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American – Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the owner a listing of articles, materials, and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN

Items listed above are subject to approval by the DFW Airport Board (Owner) and the FAA.

If there are no exceptions, state "None" in the table above and sign.

Signature of Authorized Representative