

**DALLAS/FORT WORTH INTERNATIONAL AIRPORT  
DESIGN, CODE AND CONSTRUCTION DEPARTMENT**

**ADDENDUM NO. 2  
FOR**

**JOB ORDER CONTRACT**

**CONTRACT NO. 9500635**

**April 20, 2018**

The Request for Bids for the above is hereby revised as follows:

**Technical Specification Revisions**

1. N/A

**Plan Sheet Revisions**

1. N/A

**Schedule Revisions**

1. N/A

**RFP Revisions**

1. Appendix 1 – Contractor Acknowledgements is replaced with the attached and revised as detailed below:
  - a. Paragraph 13) is revised to include acknowledgement of this Addendum No.2.
2. Appendix 5 – The Agreement is replaced with the attached and revised as detailed below:
  - a. Exhibit 1 – Scope of Services, paragraph 3 is revised to add 3.j detailing the Contractor self-performance requirement.

**Solicitation Questions (Q) and Answers (A)**

1. (Q) Page 11, Item #4c. Notes each drive should be clipped within each binder. Is it ok to place each flash drive inside in envelope and clip it?

(A) Yes

2. (Q) Page 26, Form 5 requires that the MBE subcontracts be listed, since this is an Indefinite Quantity Job Order Contract in which actual project are not identified, if cannot be determined as to which subcontractors will be utilized now. Would it be appropriate to commit to a percentage and not name individual subcontractors?

(A) No. Also see Addendum No.1, Questions and Answers No.9.

3. (Q) Form 6 – intent to perform as a MBE contractor. If the firm is not an MBE contractor should we indicate N/A and still provide the form in the submission?

(A) No. Submission of the **Intent to Perform as a Subcontractor** form for each M/WBE shall constitute a representation by the Contractor to the Board that it believes the M/WBE to be certified as a M/WBE to perform the work as designated. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with the M/WBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.

4. (Q) Page 16- Appendix 2, the information regarding Good Faith and submitting documentation. For this submission are we to include documentation of Good Faith Efforts thus far? Or is this something that will be required after award for each work order?

(A) The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following criteria with the bid or proposal.

## APPENDIX 1 – Contractor Acknowledgments

- 1) This is a solicitation for Proposals on the construction of the project detailed in the contract documents of Appendix 5 – The Agreement. The Contractor shall be responsible for reviewing all existing conditions associated with the work prior to commencement of work activities.
- 2) The Board reserves the right to reject any Proposal for any reason, including if, on the face of the Proposal received, it is clear that acceptance of the Proposal would not comply with any applicable laws, rules, or regulations.
- 3) The undersigned Contractor, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Proposal Requirements, all incorporated references and Appendices, and the conditions and classes of materials of the Work; and 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 Proposal hereinafter appearing.
- 4) It is understood and agreed that if awarded the Contract, the 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.
- 5) It is further understood that the Prevailing Wage Rates TX180035 revised 01/05/2018, issued by the Department of Labor as established by law are to govern the Work. The Contractor certifies that he has examined the wage rate determination and that prices Proposal are based on compliance with said determination.
- 6) 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.
- 7) The Work proposed to be done shall be fully completed and finished to the entire satisfaction of the Board.
- 8) The undersigned certifies that the price contained in this Proposal has been carefully reviewed and is submitted as correct and final.
- 9) 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.
- 10) Ancillary/Integral Professional Services – Contractor certifies that in selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Contractor shall not do so on the basis of competitive Proposals 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.
- 11) Certification of compliance with the provisions of Section 2254-004 of the Texas Government Code:(initial here)\_\_\_\_\_
- 12) Certificate Regarding Debarment And Suspension – By submitting a Proposal under this solicitation, the Contractor or offeror certifies that at the time the Contractor or offeror submits it's Proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

Addendum No. 1 Date Received	<u>04/12/18</u>	Ack. By	_____
Addendum No. 2 Date Received	<u>04/20/18</u>	Ack. By	_____
Addendum No. 3 Date Received	_____	Ack. By	_____
Addendum No. 4 Date Received	_____	Ack. By	_____
Addendum No. 5 Date Received	_____	Ack. By	_____

**14)** The Contractor shall complete the following statement by checking the appropriate space.

- a. The Contractor 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.
- b. The Contractor 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.
- c. If the Contractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Contractor shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.
- d. 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.
- e. (  ) The below listed firm is a Disadvantaged Business Enterprise (DBE / MBE).

NAME OF CONTRACTOR/CORPORATION: \_\_\_\_\_

CONTRACTOR'S ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

\_\_\_\_\_  
 PRINTED NAME & TITLE OF PERSON SIGNING PROPOSAL FEDERAL I.D. NUMBER

SIGNATURE: \_\_\_\_\_

(Seal, if Proposal by a Corporation)

## **EXHIBIT 1 – SCOPE OF SERVICES**

### **1. INTRODUCTION**

- a. Contractor to provide bonded construction services for the minor construction, repair, rehabilitation, or alteration of facilities at the Dallas Fort Worth International Airport. This work is of a recurring nature but the delivery times are indefinite. Indefinite quantities and orders will be awarded substantially on the basis of pre-described and pre-priced tasks under Contract No. 9500635, titled “Job Order Contract”.

### **2. WORK COVERED BY CONTRACT DOCUMENTS**

- a. Work of this Contract will be assigned by individual Delivery Orders; however, the Board is not obligated to order any work. The number of Delivery Orders to be issued is unknown. Work within this contract may be inside the Airport Operations Area (AOA) of the Dallas Fort Worth International Airport.

### **3. CONTRACT METHOD**

- a. Work accomplished under the Contract will be performed on a Lump Sum basis and assigned by individual Delivery Orders as described below.
- b. The Contractor will receive a scope of work for a specific task from the Contract Administrator or designee; prepare a Job Order Proposal further defining and restating the scope, and providing a line item proposal for the scope, including quantities and cost using the bid coefficient.
- c. Pricing will be based on the most current Facilities Maintenance & Repair Costs with RSMeans Data Unit Price Books (UPB) for all Divisions 2-46, Division 01 – General Requirements are excluded and are costs inclusive of the Bid Coefficients. The Contractor is responsible for providing at their expense, printed or electronic copies of this data for their use, no other versions or indexes will be accepted. The City Cost Index for Dallas zip codes 752-753, Texas shall be used. The prices in the “Total, including O&P” column shall be used, as applicable for each Delivery Order. Items not specifically contained in the UPB will be negotiated as required; however, if an item the same in “form, fit and function” can be found in the UPB, it can be used to price an equivalent line item if appropriate rational and documentation is provided.
- d. Once the applicable line items and quantities have been agreed upon by the Board and the Contractor, the Delivery Order will be processed as though it were a lump sum fixed price contract for the specified scope of work.
- e. Bid coefficients include all costs contained in the UPB as described above, and include, but are not limited to: all markups including Overhead, operating and profit; all direct and indirect costs of doing the work of the contract including all Division 01 – General Requirements; project management; tools; labor burden; overhead; general and administrative expenses; profit; home office expenses; project office expenses, bonds, parking, tolls; mobilization and close-out costs; insurance; compliance with all laws, regulations and code requirements, including building, safety and environmental requirements; protective clothing and equipment; training; computer equipment and software; maintenance; fuel; testing and all contingencies associated with performing the work.
- f. Contractor will be required to provide payment and performance bonds in the amount of \$2,500,000.00. Should the aggregate amount of outstanding issued work exceed

\$2,500,000.00, the contractor will be required to provide payment and performance bonds in the full amount of all outstanding work.

- g. For each Delivery Order, the Contractor shall provide on-site Management Personnel (Project Manager or higher) authorized to be in charge of the Project and act as liaison in all aspects of the negotiations, scheduling, and bidding of the Project.
- h. Each Delivery Order will be a supplement to this base contract. The Contractor will be required to complete all work according to the provisions contained in the Delivery Order and this contract, and within the established Delivery Order amount. In the event of a conflict in the language of this Contract and the language of the Delivery Order, the language of the Delivery Order shall control.
- i. If a Change in Scope occurs after a Delivery Order has been executed, a Delivery Order Revision will be negotiated with the Contractor. After an agreement has been reached, a formal Delivery Order Revision outlining the specific's agreed to will be executed incorporating the changes.
- i.j. For each Delivery Order, the Contractor may not subcontract more than 80% of the work and must self-perform a minimum of 20% of the work unless otherwise directed by the Board.

#### **4. CONTRACT TIME**

- a. The term of the Contract shall be two (2) years. The number of calendar days allotted for completion of each Delivery Order shall be identified on the Delivery Order for that specific task. The number of days will vary with each task.

#### **5. DELIVERY ORDER PROCESS AND PRICING**

- a. Contractor agrees to provide Work on a Delivery Order basis as requested by Board in accordance with the terms of the Contract documents and any Delivery Order issued under them.
- b. The specific Scope of Work for each Deliver Order will be determined by the Board.
- c. The Board will issue a Request for Price (RFP) to the Contractor for each Scope of Work.
- d. Contractor must provide Board with a written Delivery Order Proposal that is based upon the Unit Price Guide, Pre-Priced Items and, if necessary, Non-Pre-Priced Items as agreed to by the Board. Contractor proposal must be received no later than 5 calendar days from receipt of the RFP.
- e. The undersigned hereby agrees to provide the services at the following bid coefficients, detailed in Figure 1, based on the most current Facilities Maintenance & Repair Costs with RSMeans Data Unit Price Books (UPB) for all Divisions 2-46, Division 01 – General Requirements are excluded and are costs inclusive of the Bid Coefficients.

Figure 1 – Bid Coefficients

LINE	DESCRIPTION/CATEGORY	COEFFICIENT	REMARKS
1	Standard Working Hours		See Note 1
2	Non-Standard working Hours		See Note 2
3	Standard Working Hours – Security factor for working in secured areas		See Note 3
4	Non-Standard Working Hours – Security factor for working in secured areas		See Notes 2 and 3

- i. Note 1 – The Standard working hours coefficient applies to (a) standard working hours and (b) non-restricted areas (Landside).
    - 1. Standard working hours are defined as: Monday through Friday, 7:00 a.m. to 5:00 p.m., except for the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
  - ii. Note 2 – Non-standard working hours coefficient applies to all hours except those as stated in Note 1 above. This also includes work in occupied spaces.
  - iii. Note 3 – Security factor coefficient applies to restricted areas of the Airport which include:
    - 1. Secured areas – Non-public portions of the Airport where access is controlled by a badging system, gates, fences and other means to prevent unlawful entry.
    - 2. The Air Operations Area (AOA) – Any area of the airport used or intended to be used for the landing, takeoff or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
    - 3. The Security Identification Display Area (SIDA) – Part of the Secured areas where passenger aircraft are boarded and de-boarded (including the Central Terminal Area (CTA)), baggage make-up areas (where baggage is sorted, loaded and unloaded), and cargo handling operations area and aircraft maintenance facilities.
    - 4. All Terminal D and DFW Landside Customs & Border Patrol Areas.
- f. This will be a Separated Cost Contract (for Tax Exemption Information). The following information will be provided as Delivery Orders are assigned and are not required at this time.
- |                                  |        |
|----------------------------------|--------|
| i. Materials to be Incorporated  | \$ TBD |
| ii. All Other Costs              | \$ TBD |
| iii. Total Delivery Order Amount | \$ TB  |
- g. Non-Pre-Priced Items – Non-Pre-Priced Items that may be necessary, but incidental, parts of a Delivery Order Project are for items not susceptible to unit pricing using the Pre-Priced tasks in the Unit Price Guide and scopes of work not found within the UPB. The proposed Cost of all non-Pre-Priced Items in the Delivery Order Project Proposal must include all Contractor and Subcontractor Cost items otherwise included in the coefficient multiplier used for Pre-Priced Items. No coefficient multiplier will be applied to non-Pre-Priced Items.
- i. The markups for Non-Pre-Priced Items work for overhead and profit are limited to ten percent (10%) and five percent (5%), respectively, for work performed by prime or subcontractors. In the event the work is accomplished by a

subcontractor (or subcontractors), the Prime Contractor shall be limited to five percent (5%) of the work accomplished by a subcontractor (or subcontractors) as total markup to cover and compensate the Prime Contractor for overhead and profit. Total markup for overhead and profit is limited to twenty percent (20%), distribution to be determined at the discretion of the prime contractor, subject to the limitations described above.

- ii. Any proposals including these items will require a detailed breakdown of actual cost for expenses, materials, labor, subcontractors and markups. When subcontractors are being used their proposal/quote is required to be included in the Prime Contractors Proposal.
- h. Contents of Delivery Order Project Proposal – A Delivery Order Proposal must include the following:
- i. A narrative description of Contractor's understanding of the Delivery Order Project scope of Work;
  - ii. A description of particular phases of the scope of the Work, if applicable;
  - iii. A Cost Proposal detailing:
    - 1. the Cost of the Pre-Priced Items as taken from the Unit Price Guide;
    - 2. the Cost of any Non-Pre-Priced Items;
    - 3. any other Costs that the Contactor intends to charge to the Delivery Order Project;
    - 4. a statement that all Contractor fees, overhead Costs and general conditions are included in the Cost Proposal; and
    - 5. a lump sum figure for performing the Work, if appropriate;
  - iv. A proposed date to commence the Work;
  - v. A list of all Subcontractors that Contractor proposes to use in the performance of the Work; and
  - vi. Any qualifications or conditions applicable to the Delivery Order Project Proposal.
- i. Delivery Order Proposal Review. Board and Contractor will review Contractor's Delivery Order Project and negotiate any changes, clarifications or modifications that may be required into the Delivery Order to be prepared and executed by both of them.

Notice to Proceed: Upon execution of a Delivery Order by Board and Contractor, the Contractor is authorized to proceed as defined in the Delivery Order.

#### 6. General Invoice Provisions

- a. Monthly Submittal – Unless otherwise stated in a Delivery Order, Consultant must prepare and submit to Board monthly invoices.
- b. Due Date – Billing will be made once per month and each invoice must be delivered on or before the 15<sup>th</sup> Day following the close of the invoice period for which Services were rendered and for which payment is sought, unless a Delivery Order modifies the invoicing process for it.
- c. Payment of Invoices
  - i. 30 Day Policy – Board will endeavor to pay all approved invoices within 30 Days of the date of receipt by Board.
  - ii. No Acceptance of Nonconforming Services – No payment of any invoice or any partial or entire use of the Services by Board constitutes acceptance of any Services.
- d. Payment of Other Persons
  - i. Prompt Pay Act – Consultant must pay all Subconsultant/Subcontractors, suppliers, vendors, etc. in accordance with the Texas Prompt Pay Act; Texas Government Code; Chapter 2251.