

**DALLAS FORT WORTH
INTERNATIONAL AIRPORT**

ADDENDUM NO. 2

**Terminal B & E Passenger
Boarding Bridge Replacement Gates B9, B26, E31, E34**

CONTRACT NO. 9500667

December 21, 2018

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

Technical Specifications Revisions

1. Section 00 01 10, "Table of Contents" dated 11/12/18, is revised and replaced with attached 12/17/18.
2. Section 00 11 00, "Summary of Work" dated 11/12/18, is revised and replaced with attached 12/17/18.
3. Section 01 76 50, "Punch List", dated 11/12/18, is revised and replaced with attached 12/17/18.
4. Section 01 77 00, "Closeout Procedures", dated 11/12/18, is revised and replaced with attached 12/17/18.
5. Section 01 77 00.01, "Closeout Procedures-System Acceptance", dated 11/12/18, is revised and replaced with attached 12/17/18.
6. Section 01 91 00, "Commissioning", dated 11/12/18, is revised and replaced with attached 12/17/18.

Plan Sheet Revisions

1. Sheet No. CP, dated 12/05/18, is revised and replaced with attached dated 12/17/18.
2. Sheet No. G-1.02, dated 12/05/18, is revised and replaced with attached dated 12/17/18.
3. Sheet No. AP-2.02, dated 12/05/18, is revised and replaced with attached dated 12/17/18.

Schedule Revisions

1. N/A

RFB Revisions

1. Appendix 1 – Bid Detail is replaced with the attached and 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 6 – General Provisions, paragraphs 50-14, 50-15, 50-16, 70-13 and 70-14, have been updated to clarify Substantial completion, warrant periods and Partial Occupancy.
 - b. Exhibit 5 – Special Provisions, paragraph 1.0A is revised to include runway/taxiway Liquidated Damages and paragraph 7.0A is revised to clarify the correction period.

Solicitation Questions (Q) and Answers (A)

1. (Q) We respectfully ask to mutually waive any and all consequential and/or indirect damages and to add the following sentence:

“Contractor shall not be obligated or liable for errors, inconsistencies, or omissions produced by Owner or others.”

(A) There will be no changes to the contract language.

2. (Q) W respectfully ask that Owner shall make monthly progress payments as agreed upon in schedule of values. Please confirm that it will be acceptable to include progress billings for engineering, material, and labor costs incurred during the manufacturing process and prior to delivery.

(A) There will be no changes to the contract language.

3. (Q) We respectfully ask the Liquidated Damages to be capped at 10 % of the contract value. Also please add: Liquidated damages shall not be assessed for delays not caused by the Contractor. Liquidated damages, when assessed shall not exceed Contractor’s proportionate share of the responsibility for such delay. This provision does not preclude any claim the Contractor may have for direct damages under law.

(A) See RFB Revisions No.2 above, also there will be no changes to the contract language.

4. (Q) We respectfully request to add a Force Majeure clause such as: “The Contractor will not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond reasonable control, acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, inability to causes beyond Seller’s reasonable control to timely obtain either necessary or proper materials, components, energy, fuel, transportation, or Owner authorizations, instructions, or definition or information required for the Contractor to complete the product delivery. The Contractor will notify Owner of such conditions in a timely manner. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by the Contractor by reason of the delay. If delay extends for more than 60 days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 days period, including adjustment of the price if applicable, then either party upon 30 days written notice, may terminate the contract with respect to the unexecuted portion of the work, whereupon Owner shall pay the Contractor for all the work completed to the date of termination including profit for that work and the Contractor will turn over all work completed for this effort at this termination date.”

(A) There will be no changes to the contract language.

5. (Q) "Between Owner and Contractor, arbitration and/or mediation must be agreed to in writing by both parties before becoming effective. The parties reserve the right to litigate this matter in a court of competent jurisdiction located in the county where the work is to be performed. Amend so the nonprevailing party shall pay for all court costs and reasonable attorney's fees."

(A) There will be no changes to the contract language.

6. (Q) Setoff - Amend so any setoff or deduction shall be limited to this agreement.

(A) There will be no changes to the contract language.

7. (Q) Amend so that if the Owner does not pay the Contractor through no fault of the Contractor, within seven (7) days from the time payment should be made, the Contractor may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to the Owner, stop its work until payment of the amount owing has been received. The contract price shall, by appropriate adjustment, be increased by the amount of the Subcontractor's reasonable costs of shutdown, delay and start-up.

(A) There will be no changes to the contract language.

8. (Q) We respectfully request to remove per project and/or per location aggregate limits for the GL policy conditions established in the insurance provisions of the general provisions since our company has sufficient umbrella liability limits to offer in lieu of providing a per project aggregate under general liability.

(A) There will be no changes to the contract language.

Appendix 1 – Bid Detail

Contract No. 9500667

Terminal B & E Passenger Boarding Bridge Replacement Gates B9, B26, E31, E34

- 1) This is a solicitation for bids 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 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.
- 3) The undersigned Contractor, 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, 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 Bid Schedule 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 TX180322 revised 01/12/2018, 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 bid are based on compliance with said determination.
- 6) 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 Contractor upon execution of the Contract.
- 7) 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.
- 8) The Work proposed to be done shall be fully completed and finished to the entire satisfaction of the Board.
- 9) The undersigned certifies that the price contained in this Bid has been carefully reviewed and is submitted as correct and final.
- 10) 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.
- 11) 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 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.
- 12) Certification of compliance with the provisions of Section 2254-004 of the Texas Government Code:(initial here)_____

13) Certificate Regarding Debarment And Suspension – By submitting a bid/proposal under this solicitation, the Contractor or offeror certifies that at the time the Contractor or offeror submits its bid/proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

Addendum No. 1 Date Received	<u>12/10/18</u>	Ack. By	_____
Addendum No. 2 Date Received	<u>12/21/18</u>	Ack. By	_____
Addendum No. 3 Date Received	_____	Ack. By	_____
Addendum No. 4 Date Received	_____	Ack. By	_____
Addendum No. 5 Date Received	_____	Ack. By	_____

15) Summary of Bid

a. **Base Bid** – Contractor agrees to construct **Contract No. 9500667, Terminal B & E Passenger Boarding Bridge Replacement Gates B9, B26, E31, E34**, in accordance with the contract terms, plans and specifications and to complete the work within three hundred and thirty-five (335) 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	\$ _____

TOTAL BID Detail

Total Base Bid	\$ _____
Pre-Defined Allowances	\$ 100,000.00
TOTAL BID	\$ _____

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

17) When alternates are used, the Board reserves the right to Contract for any combination of Base and or Alternates stated, or none of the above. Contractor must bid on the base and all alternates. Bids addressing only the base or alternate items will be considered non-responsive.

18) 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 / M/WBE).

NAME OF CONTRACTOR/CORPORATION: _____

CONTRACTOR'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)