

**DALLAS FORT WORTH
INTERNATIONAL AIRPORT**

ADDENDUM NO. 04

Runway 18R ARFF Road – TWY C9 to A Reconstruction

CONTRACT NO. 9500738

December 7, 2020

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

Technical Specifications Revisions

1. N/A

Plan Sheet Revisions

1. N/A

Schedule Revisions

1. N/A

RFB Revisions

1. The Exhibit 1 Performance Bond has been replaced with the revised Exhibit 1 Performance Bond attached.

Solicitation Questions (Q) and Answers (A)

1. N/A

Exhibit 1 – 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 Board, 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 or other modification which increases the Contract price, but in no event shall a Change Order or other modification 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 9500738** with the Dallas/Fort Worth International Airport Board, the Board, dated the _____, a copy of which is hereto attached and made a part hereof, for the **“Runway 18R ARFF Road – TWY C9 to A Reconstruction”** Project (the “Contract”).

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of the 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 Board, with or without notice to the Surety, and during the life of any guaranty or warranty required under the 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 Board; and, if the Principal shall fully indemnify and save harmless the Board from all losses, damages, and expenses, including costs and attorneys’ fees, which Board may suffer by reason of failure, refusal, or neglect to so perform herein and shall fully reimburse and repay Board all outlay and expense, including attorneys’ fees, which the Board 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, it is further understood and agreed that the Surety does hereby relieve the Board and its representatives from the exercise of any diligence whatever in securing the Principal’s compliance with the Contract, and the Surety hereby waives any notice to it of any default or delay by the Principal in the performance of the Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Principal in all matters pertaining to the Contract.

PROVIDED FURTHER, it is expressly agreed and understood that the Principal and Surety will fully indemnify and save harmless the Board from any liability, loss, cost, expense, or damage arising out of or in connection with the acts, errors, or omissions of the Principal in connection with the Contract. Accordingly, the Surety, for value received, agrees, if requested to do so by the Board, to perform fully and completely the work described in Contract and any and all modifications thereof pursuant to and in accordance with all of the undertakings, covenants, terms, conditions and agreements thereof, if the Principal fails, neglects, and/or refuses to so perform fully, timely, and/or completely said work, and further agrees to commence the performance and

completion of said work within seven (7) days after receipt of notice thereof from the Board of such failure, neglect, and/or refusal of the Principal and to perform and complete the same within the time required under the Contract and any and all modifications thereof as extended. If the Surety fails to remedy the default of the Principal within the time period described above or fails to diligently proceed with the work or fails to bring the Principal's work within the construction schedule within seven (7) days after receipt of notice from the Board, the Board, without further notice to Surety and in addition to all other rights and remedies available to it, may arrange for the performance of Principal's obligation under the Contract, and the Surety shall pay the Board all costs, expenses, and attorney's fees incurred by the Board in completing the Contract, as well as all actual, direct, indirect, special, and consequential damages incurred in connection with the Contract. Surety specifically agrees that should the Board in its sole discretion determine that immediate performance is required, Board shall be entitled to take such action without the necessity of waiting for the Surety to remedy the Principal's default.

PROVIDED FURTHER, if the Surety completes the Principal's work, the Surety shall obtain a bid or bids for submission to the Board for completing the Contract under its terms and conditions, and upon determination by the Board and Surety of the lowest responsive, responsible bidder, arrange for a contract between such bidder and the Board, which contract is subject to the approval of the Board, and make available as work progresses (even though there should be a default or a succession of defaults under the contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion, including other costs, expenses, and damages for which the Surety may be liable hereunder.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in Tarrant or Dallas County, State of Texas. Surety will pay to the Board all costs, expenses, and attorney's fees incurred by the Board in enforcing this Bond, as well as all actual, direct, indirect and consequential damages incurred in connection with the Contract.

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 the Specifications thereof.

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.

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

Principal:

BY: _____

Typed Name Title

Surety:

By: _____

Typed Name Title

The Resident Agent of the Surety in Dallas or Tarrant County, Texas, for delivery of notice and service of process is:

NAME: _____

STREET ADDRESS: _____

PHONE NUMBER: _____

(Note: Date of Performance Bond must be date of Contract. If Resident Agent is a corporation, give a person's name.)