

**DALLAS FORT WORTH  
INTERNATIONAL AIRPORT**

**ADDENDUM NO. 3**

**36L ALSF-2 Construction**

**CONTRACT NO. 9500730**

**December 09, 2020**

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

**Technical Specifications Revisions**

Revisions and modifications to the project specifications are as noted below. Revisions and modifications include new text in red (**example**) and removed text struck through in red (~~example~~). A list of noteworthy changes to the project specifications is as follows:

1. Specification Section 00 01 07 SEAL PAGE dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised date
  - b. Revised seals
2. Specification Section 00 01 10 TABLE OF CONTENTS dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised list of specifications.
3. Specification Section 01 22 00 MEASUREMENT AND PAYMENT dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised pay item method of measurement and method of payment.
  - b. Revised Spec Ref titles.
  - c. Removed and Added pay items to reflect Addendum 2 revision to Bid Schedule.
  - d. See Item No.49 – 1/C #4/0 BARE CU COUNTERPOISE, SURFACE MOUNTED ON BRIDGE, FAA ALSF-2:
    - i. Deleted “aerial lightning rods.”
  - e. See Item No. 62 – INSTALL ALSF-2 EQUIPMENT IN SUBSTATION (UNITS 3,4,6,12,13,14,15,15A AND (5) CCR UNIT 5:
    - i. Added upgrading ground bar installation,
    - ii. Revised reference to Item 64 from “64” to “63.”
  - f. See Item No. 72 – ALSF-2 LIR, MG-30, T-5 AND INSTALL ALSF-2 LIGHTS & EQUIPMENT WITH FLASHER ON BRIDGE AT STA 18+90, 19+82, 20+72, 21+80, 22+90, 24+00:
    - i. Deleted “aerial lightning rods,”
    - ii. Revised reference to Item 54 from “54” to “53.”
4. Special Specifications Item L-100 GENERAL REQUIREMENTS FOR ELECTRICAL WORK dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Clarified that Systems Guarantee does not apply to materials or equipment furnished by Airport.
5. Special Specifications Item L-108 UNDERGROUND POWER CABLE FOR AIRPORTS dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised equipment and materials guarantee to extend from date of substantial completion rather than from date of final acceptance by owner.
6. Special Specifications Item L-109 AIRPORT TRANSFORMER VAULT AND VAULT EQUIPMENT dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.

- a. Revised equipment and materials guarantee to extend from date of substantial completion rather than from date of final acceptance by owner.
7. Special Specifications Item L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
    - a. Revised equipment and materials guarantee to extend from date of substantial completion rather than from date of final acceptance by owner.
  8. Special Specifications Item L-115 ELECTRICAL MANHOLES AND JUNCTION STRUCTURES dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
    - a. Revised equipment and materials guarantee to extend from date of substantial completion rather than from date of final acceptance by owner.
  9. Special Specifications Item L-131 DEMONSTRATIONS, TESTS AND PERFORMANCE VERIFICATION dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
    - a. Clarified that this section applies to testing which is in addition to testing performed by the ALSF manufacturer which is provided by the Airport.
  10. Special Specifications Item L-150 RUNWAY 36L ALSF-2 SYSTEM dated 09/25/20 has been replaced with the attached dated 12/09/20 and revised as detailed below.
    - a. Deleted bridge lightning protection system from scope of L-150.
    - b. Revised equipment and materials guarantee to extend from date of substantial completion rather than from date of final acceptance by owner.

**Plan Sheet Revisions**

1. Sheet Nos. GI0.02 INDEX OF SHEETS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised plan sheet to reflect addendum no. 3 plan sheets.
2. Sheet Nos. GI0.03 QUANTITIES dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised plan quantities due to plan revisions.
3. Sheet Nos. CD1.01 DEMOLITION PLAN – SECTOR 401 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised demolition notes.
4. Sheet Nos. CD1.02 DEMOLITION PLAN – SECTOR 402 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised demolition notes.
5. Sheet Nos. CD1.03 DEMOLITION PLAN – SECTOR 403 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised demolition notes.
6. Sheet Nos. EN0.01 FAA NAVAIDS GENERAL NOTES AND ABBREVIATIONS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised and added notes.
7. Sheet Nos. EN1.03 RUNWAY 36L ALSF-2 PLAN dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised electrical duct bank routes.
  - b. Revised sheet legend.
  - c. Revised notes.

8. Sheet Nos. EN1.04 RUNWAY 36L ALSF-2 PLAN dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised electrical duct bank routes.
  - b. Revised sheet legend.
  - c. Revised notes.
9. Sheet Nos. EN1.05 RUNWAY 36L ALSF-2 LIGHT PLANE PLAN AND PROFILE dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised electrical duct bank routes.
10. Sheet Nos. EN1.06 RUNWAY 36L ALSF-2 LIGHT PLANE PLAN AND PROFILE dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised electrical duct bank routes.
11. Sheet Nos. EN1.08 RUNWAY 36L BXN ALSF SUBSTATION SITE PLAN 2 - SECTOR 116 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised conduit callout.
12. Sheet Nos. EN1.09 RUNWAY 36L RUNWAY 36L BXN ALSF SUBSTATION FLOOR PLAN dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised notes.
  - b. Added ground bar work.
13. Sheet Nos. EN2.01 DUCT BANK PLAN AND PROFILE dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised electrical duct bank routes.
14. Sheet Nos. EN2.02 DUCT BANK PLAN AND PROFILE dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised electrical duct bank routes.
  - b. Revised duct bank profile.
15. Sheet Nos. EN5.01 FAA NAVAIDS HANDHOLE DETAILS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Details 1 and 2.
16. Sheet Nos. EN5.02 RUNWAY 36L ALSF-2 CONDUIT SECTIONS AND DETAILS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Deleted Details 1, 2, and 5.
  - b. Revised Details 7, 8 and 9.
  - c. Revised notes.
17. Sheet Nos. EN5.03 RUNWAY 36L ALSF-2 THRESHOLD LIGHT BAR DETAILS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Details 1 and 2.
  - b. Revised notes.
18. Sheet Nos. EN5.04 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 1+10, 2+05, 3+00, 3+95 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Detail 1
  - b. Revised notes.
19. Sheet Nos. EN5.06 RUNWAY 36L ALSF-2 THRESHOLD AND EMT WIRING DIAGRAMS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Details 1, 2, and 3.
  - b. Revised notes.

20. Sheet Nos. EN5.07 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 4+95 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Detail 1.
  - b. Revised notes.
21. Sheet Nos. EN5.08 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 5+95, 7+00, 7+95, 9+00 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Detail 1.
  - b. Revised notes.
22. Sheet Nos. EN5.09 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 10+00 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Detail 1.
23. Sheet Nos. EN5.10 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 11+00, 12+00, 13+00, 14+00, 14+90 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Details 1 and 2.
24. Sheet Nos. EN5.11 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 17+00, 18+00 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Details 1 and 2.
25. Sheet Nos. EN5.12 RUNWAY 36L ALSF-2 LIGHT BAR DETAILS STA 16+00 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Details 1 and 2.
26. Sheet Nos. EN5.13 RUNWAY 36L ALSF-2 BRIDGE LIGHT BAR DETAILS STA 18+90, 19+82, 20+72, 21+80, 22+90, 24+00 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised all details.
  - b. Revised notes.
  - c. Deleted lightning aerial terminals.
27. Sheet Nos. EN5.14 RUNWAY 36L ALSF-2 LIR WIRING DIAGRAMS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised all details.
  - b. Revised notes.
28. Sheet Nos. EN5.15 RUNWAY 36L ALSF-2 LIR PAR-56 LAMPHOLDER, FLASHER, MAINTENANCE STAND DETAILS dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised Detail 4 title.
29. Sheet Nos. EN5.19 FAA NAVAID DUCT BANK DETAILS dated 09/25/20 has been removed from the plan set.
30. Sheet Nos. EN6.04 RUNWAY 36L ALSF-2 SCHEDULES dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised notes.
31. Sheet Nos. EN6.05 RUNWAY 36L ALSF-2 LIGHTING LOOP CONFIGURATION dated 12/09/20 is added as new sheet.
32. Sheet Nos. EN6.06 RUNWAY 36L ALSF-2 LIGHTING LOOP CONFIGURATION dated 12/09/20 is added as new sheet.

33. Sheet Nos. S00.01 RUNWAY 36L ALSF-2 GENERAL NOTES dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised the AICS certification Erector requirements.
34. Sheet Nos. S05.15 RUNWAY 36L ALSF-2 LIR MAINTENANCE AREA DETAIL SPAN 1 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised the reference to electrical sheet.
35. Sheet Nos. S05.16 RUNWAY 36L ALSF-2 LIR MAINTENANCE AREA DETAIL SPAN 2-5 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised the reference to electrical sheet.
36. Sheet Nos. S05.17 RUNWAY 36L ALSF-2 LIR MAINTENANCE AREA DETAIL SPAN 6 dated 09/25/20 have been replaced with the attached dated 12/09/20 and revised as detailed below.
  - a. Revised the reference to electrical sheet.

### **Schedule Revisions**

1. N/A

### **RFB Revisions**

1. The Exhibit 1 Performance Bond has been replaced with the revised Exhibit 1 Performance Bond attached.
2. Appendix 6 – Bid Schedule has been revised and replaced as posted on [www.dfwairport.com/business/solicitations](http://www.dfwairport.com/business/solicitations) Bid Schedule as detailed below:
  - a. To reflect the revisions to the Technical Specifications.

## Reference Documents

1. DFW Project No. 9500698: Runway 18R-36L Rehabilitation Plan Set

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

1. (Q) Reference Drawing EN5.13, Detail C & G: These two details show how the Unit 8 'Low Voltage ICC Cabinet' and the Unit 11 'J-Box' are to be mounted to the handrail for STA 18+90 through 24+00. Is it the engineer's intent that the actual Units #8 & #11, as supplied by the airport, be mounted to the handrail or are these units to be mounted inside a separate junction box similar to the 5kV Light Loop cabinet as shown in Detail A & B?  
  
**(A) Install the actual Units #8 and 11 supplied by the Airport.**
2. (Q) Reference Specification Section L-110-3.1: If the material being excavated is determined unsuitable by the OAR, will the contractor be paid additional compensation for removing the unsuitable material and bringing in suitable material? What bid item(s) would pay for removal off site of the unsuitable material and bringing in suitable material?  
  
**(A) No, all electrical items are intended to be inclusive of all materials and labor required for installation.**
3. (Q) The project specifications contain three separate wage rate requirement construction types. Which wage rate is the contractor to utilize on this project?  
  
**(A) The required wage rate is the highest of the three wage rates depending on work classification.**
4. (Q) Reference Specification L-100-2.3 'SYSTEMS GUARANTEE': Please confirm that the contractor is not responsible for any warranty or guarantee of materials and/or equipment being provided by the airport.  
  
**(A) Confirmed.**
5. (Q) Reference Specification L-100-2.5 'CONTRACTORS RESPONSIBILITIES': Please confirm if the cost for permits and inspections will be the responsibility of the contractor or the owner.  
  
**(A) Confirmed.**
6. (Q) Can existing excavated materials be used for backfill if the spoils material is not larger than 4" in diameter?  
  
**(A) Yes, provided it meets the requirements of P-152.**
7. (Q) Reference Specification Section L-131 DEMONSTRATIONS, TESTS AND PERFORMANCE VERIFICATION: Since the new ALSF-2 equipment and materials is provided by the airport, will the airport be responsible for all costs associated with having the manufacturers' representative perform the requirements in this specification? PLEASE NOTE: When the electrical contractor is responsible for procuring systems, i.e. ALSF-2, L-890 ALCMS, etc., the quoted package will include providing the necessary manufacturer's representative to perform testing, commissioning and training.  
  
**(A) ALSF-2 Manufacturer's testing and commissioning is provided by the Airport at no cost to Contractor. Contractor shall coordinate the testing. Item's not included with ALSF manufacturer's testing are at the Contractor's cost.**

8. (Q) Bid Item No. 4 – Furnish Low Profile Barricades (AOA) – measurement for this item is defined as per the liner foot, while the bid item unit measurement is by the each. Please clarify if the bid quantity is 500 EA or 500 LF. If the unit measure of “EA” is correct, please define how many LF per EA low profile barricade.

**(A) See revised measurement and payment.**

9. (Q) Please provide more details for the bid item “Install, Maintain and Remove Temporary All- Weather Haul Road”. We cannot find plan sheets on this in the project documents. What is the proposed typical section for this haul road? What are the limits of its construction? Please provide a quantifiable unit of measure.

**(A) The contractor is expected to maintain haul roads throughout the duration of the project. The contractor shall review the contract documents and provide a bid price based on the contractors method of construction.**

10. (Q) Bid Item 18 – Remove Concrete Stairs. Please provide a detail that provides more insight on the quantity of existing concrete stairs. Unable to correctly estimate this bid item based on a SY unit of measure without more details.

**(A) Stair removal is shown in IFB demolition plan sheets.**

11. (Q) Note 1 on the Demolition plans (CD1.01-CD1.03) states “Contractor shall salvage ladders/stairs during demotion of structures and return to the airport...” Please clarify if the stairs this note is referring to is different from the stairs that are to be removed.

**(A) Note will be revised. Stairs to be removed off airport property.**

12. (Q) We’ve test printed the Bid Schedule as provided. As you see from the attachment, the printout is incomplete. We are unable to change the print settings and are requesting a new Bid Schedule with a complete print range.

**(A) Corrected in Addendum 2.**

13. (Q) We are requesting the time determination schedule used to establish the 166 days allowed for substantial completion.

**(A) No**

14. (Q) Is a site visit scheduled for this solicitation?

**(A) No**

15. (Q) Will pre-bid questions and responses be shared with all bidders?

**(A) Yes**

16. (Q) As we solicit quotes from bridge steel erectors, we have been unable to find any with the AISC Certification (Advanced). Are you willing to waive that requirement if the erector can prove they have ample experience erecting this type of structure?

**(A) WSP will remove “Advanced” from the requirement.**

17. (Q) The specification for Item P-152, Unsuitable Excavation, states that unsuitable material shall be disposed of in designated waste areas as shown on the plans. Please provide the location of this designated waste area.

**(A) See general note 38 on GI0.04.**

18. (Q) We are not given a roadway profile. Please provide a profile so we may confirm excavation and embankment quantities.

**(A) Roadway is a reconstruction matching existing grades.**

19. (Q) There are numerous references throughout the documents to Section 01 35 13.13, Minimum Standards for Construction and Maintenance on the AOA. Please provide this document.

**(A) This specification is a DFW Standard specification.**

20. (Q) There are notes on plan sheets S05.15 thru S05.17 referring to "ER" Electrical Sheets for LIR Assembly and Special Mounting Stands. Please provide these sheets.

**(A) See addendum X for clarification.**

21. (Q) The bid quantity for line item 57 is 27 each Hand Hole Type B. Plan Sheet EN1.04 shows a quantity of 18 each Hand Holes to be installed. Plan sheet EN5.02 details the flasher Hand Holes to be two each (detail 7). If each Flasher Hand Hole shown on Sheet EN 1.04 is two Hand Holes, the bid quantity of 27 is then correct. Please clarify that we get paid for two each Hand Holes for each flasher Hand Hole shown on Sheet EN1.04.

**(A) Correct. Quantity (27) Type B handholes is correct. The symbol in question has an "X" representing (2) single section handholes for flasher ductbank. The 5kv ductbank handholes are represented with "/".**

22. (Q) The instructions to Bidder state " All Contractors bidding on this project are required to have prior experience in the installation of FAA approved Approach Lighting Systems (ALS) such as the High Intensity Approach Lighting System with Sequenced Flashing Lights – 2 (ALSF-2). Form 4 – References and Experiences, required as part of the bid submission, states "A summary of contractor's and subcontractor's staffing and experience must be attached... ". Will Subcontractor installation experience of approach lighting fulfill the experiences requirements in lieu of Contractor experience?.

**(A) Yes the subcontractor's experience can count towards the requirement.**

23. (Q) In order to prepare our best value bid for DFW and garner responses from qualified M/WBE subs and suppliers, we are respectfully requesting the bid submission date be extended 2 weeks, to get beyond the holidays.

**(A) The Bid Opening date December 30, 2020 will not be changed at this time.**



## 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 9500730** 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 “**36L ALSF-2 Construction**” 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 [redacted].

**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.)**