



**DALLAS AIRPORT SYSTEM JOB ORDER CONTRACT**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**SOLICITATION NO. CIZ25-AVI-3198**

**Prepared by:  
City of Dallas**



**Department of Aviation**

**October 17, 2025**

## **SECTION 1: GENERAL INFORMATION**

### **Scope of Work**

The City of Dallas (The City), Department of Aviation (AVI) is accepting Competitive Sealed Proposals “Best Value” for a Job Order Contract (JOC) from firms interested in contracting to provide maintenance, repair, alteration, renovation, remediation, or minor construction of City facilities in the Dallas Airport System. Pursuant to Texas Local Government Code, Section 2269.403, and in accordance with the terms, conditions, and requirements set forth in this solicitation, which considers other factors in addition to price, this Request for Competitive Sealed Proposals (RFCSP) provides sufficient information for interested parties to prepare and submit proposals for consideration by the City of Dallas - Department of Aviation.

The JOC is designed to provide the Dallas Airport System with a flexible and responsive contracting capability in support of their real property maintenance mission for work to be performed at Dallas Love Field Airport, Dallas Executive Airport, the Vertiport at the Kay Bailey Hutchison Convention Center, and any additional Dallas Airport System facilities.

Successful Respondent(s) will be required to execute the Job Order Contract by the City of Dallas (Sample contract provided in solicitation documents). The contract will have an initial term of two years with three additional one-year renewal options at the discretion of the City of Dallas for a cumulative total term not to exceed five years. Each renewal amendment will reference the current edition of RS Means Construction Cost Data as published at the time of renewal. Renewal will be effective by a written renewal notice signed by the City of Dallas and delivered to the Contractor prior to the end of the current term. Any scope of work or change orders as part of a previously approved job order will continue to use the Unit Price Book (UPB) effective at the issue date of the job order.

### **Pre-Proposal Meeting**

**Date:** Wednesday, November 5, 2025

**Time:** 1:00 pm

**Location:** Flight Deck Conference Center at Dallas Love Field Airport  
8008 Herb Kelleher Way – Room Alpha  
Dallas, TX 75235

### **RFCSP Schedule**

**Solicitation Live:** October 17, 2025

**Advertisements:** October 17, October 24, October 31, and November 7, 2025

**Questions Due:** Wednesday, November 12, 2025, at 1:00 pm

**Publish Final Addendum:** Monday, November 17, 2025, by 5:00 pm

**Solicitation Close:** Friday, November 21, 2025, at 1:00 pm

**Reading of Proposals:** Friday, November 21, 2025, at 2:00 pm

**Tentative Notice to Award:** Wednesday, December 17, 2025

**Tentative Council Agenda:** February 2026

Please direct any questions or concerns regarding this solicitation to:  
City of Dallas Bonfire CIZ25-AVI-3198 Department of Aviation Job Order Contract  
<https://dallascityhall.bonfirehub.com>

**The City specifically requests that contractors restrict all contact and questions regarding this solicitation to the Bonfire portal.**

## **SECTION 2: INQUIRIES AND INTERPRETATIONS**

Responses to inquiries that directly affect an interpretation or change this solicitation are to be issued as written addenda and made available to all interested parties. All such addenda issued prior to the time that proposals are received shall be considered part of the solicitation, and the contractor shall be required to acknowledge receipt of such in their proposal. Only those inquiries the City of Dallas replies to by formal written addenda shall be binding. Oral and other interpretations or clarification shall be without legal effect.

## **SECTION 3: CONTRACT AWARD PROCESS**

The Contractor(s) selected for an award are to be those who submit a valid and proper proposal by the deadline and provide the "Best Value" to the City. An award to one or more contractors for the services specified herein such as but not limited to General Contractor, Plumbing, Electrical, Mechanical, Roofing and Water Infiltration, is to be made based on evaluation of the competitive sealed proposals. Contractors specializing in specific building systems should identify those in their proposal. City of Dallas is not bound to accept or award to any proposer, regardless of the coefficient value contained in their proposal, if it is deemed not to provide the City of Dallas with "Best Value".

The proposals are to be evaluated by City staff. Proposals are to be opened publicly, and the Contractor names will be read aloud. All other information contained in the proposals including coefficients shall be afforded security sufficiently to preclude disclosure prior to award. After the proposal opening, the City may make an award on the initial submittals, without discussion, clarification, or modification. The City reserves the right to award a contract to all or any number of the proposers and to reject any or all proposals if that is deemed to be in the best interest of The City.

The City may discuss or negotiate all parts of a proposal with selected respondents that are deemed to represent a competitive range of proposals. A competitive range of acceptable or potentially acceptable proposals will be comprised of the top ranked proposals that are determined to be most advantageous to The City by the selection committee. After the submission of a proposal and before making an offer for award, the City may permit the respondents to revise their proposal to obtain the best final offer. The City will not disclose

any information in the proposals submitted from competing offers while conducting such discussions.

The City of Dallas will provide each of the selected respondents an equal opportunity for discussion and revision of proposals. Action on proposals not included in the competitive range will be deferred pending contract award(s). The City reserves the right to add or remove proposals from the competitive range if deemed to be in the best interest of the City. The City reserves the right to award a contract or multiple contracts for all or any portion of the solicitation or to reject all proposals and re-solicit if deemed to be in the best interest of the City. Selected respondents will be invited to provide oral presentations after completion of the initial review and evaluation of proposals by the City.

#### **SECTION 4: PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA**

Contractors should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Each response should be stated simply, clearly, and economically, providing a straightforward, concise and substantive description of the firm's ability to meet the requirements of Job Order Contracting. Responses should demonstrate the Contractor understands the indicated needs, direction, and expected results of implementing the contract. At the option of the City, proposals which contain conditional clauses or alterations, items not called for in the solicitation documents, or irregularities of any kind, are subject to disqualification. Before signing and sealing your proposal, please take note of the following. Failure to perform any one of these actions may cause your proposal to be rejected:

#### **The RFCSP submittal shall contain:**

- **Bidder's must include a Letter of Interest.** This letter must contain the legal name of the firm, date of firm formation, date of opening primary home office, and, if applicable, any branch and local offices, the contact person with phone number, website, and email address, an alternate contact person with phone number and email address, current address of office(s), and identify the branch that will be providing services.
- **Cover sheet** - Solicitation name and number, name of the contractor, contractor's address, and project manager's name and contact information. The submittal must be organized in order of the Bidder's Check List. The Bidder's Check List should be completed and included directly behind the cover sheet in the proposal response packet.
- **Contractor 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 subcontractor's qualifications to provide products or services are included in the proposal package.

The following sections are to be included.

**Criteria One - Capabilities, Resources and Responsiveness (25 Points)**

1. Include an expanded narrative of why the firm deserves to be selected to participate in the Dallas Airport System - Job Order Contract.
2. Provide a statement on the availability of the respondent and their professional staff to undertake the projects.
3. Include an organizational chart of the firm.
4. Prepare a listing of key personnel proposed for this project. Include a brief resume of the individual's expertise.
  - a. Firm Principal(s)
  - b. Construction Estimators(s)
  - c. Construction Manager(s) and/or Superintendent(s)
  - d. Other Key Personnel
5. Complete the AIA A305-2020 - Contractor's Qualification Statement. Contact The American Institute of Architects to purchase this document. In addition, provide the following specific information in the statement:
  - a. Current legal name and complete address of the company.
  - b. Date, location and state of firm formation.
  - c. Brief chronological list of years in business and any firm name(s). Identify type of business if other than construction services.
  - d. Date of opening and location of the primary and branch offices.
  - e. Address of the office that is to provide services for this project.
  - f. Number of employees by skill group.
  - g. Annual earnings.
  - h. Legal business description of firm (Individual, Partnership, Corporation, etc.).
  - i. Primary contact person with phone & fax number, and e-mail address.
  - j. Alternate contact person with phone & fax number, and e-mail address.
  - k. Provide evidence of your firm's financial strength.
6. The City of Dallas requires insurance for firms with which it contracts. State what coverage your firm carries and the amount. Please refer to Insurance Requirements for appropriate coverage.
7. Provide a statement of acceptance of Owner's contract as to form and content, and agreement to execute contract with minor City approved revisions; sample provided in solicitation.

**Criteria Two - Contractor's Pertinent Experience (15 Points)**

1. Provide a brief chronological overview of the firm's project history, past and present; minimum five years. Identify those projects done for the City of Dallas or other governmental agencies.

2. Provide the following:
  - a. Project name and location.
  - b. Project description.
  - c. Services provided for each project.
  - d. Date of completion or current project status.
  - e. Project budget and final cost if available.
  - f. Client company name, contact Name with contact information.

### **Criteria Three - Contractor's Approach to the Project (20 Points)**

1. Briefly describe your contractor's/teams' understanding of this delivery method, including all the requirements to successfully complete the project(s). Provide the approach of your firm and/or team partner(s) in meeting those requirements, and comprehensively address all the issues, standards and requirements needed to produce a finished project.
2. Provide a statement on the availability and commitment of the prime contractor and its principal(s) and assigned professionals to undertake the project(s) during the term of the agreement, if awarded.
3. Demonstrate the ability to perform work on multiple projects simultaneously while engaging in contractual relationships with multiple subcontractors.
4. Describe your team's quality control process and approach, corporate systems and capabilities to maintain quality control of the construction.
5. Briefly describe the contractor's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the contractor provides for in its safety plan.

### **Criteria Four - Contractor's Current Contracts (15 Points)**

1. List current City contract(s) in effect.
2. Obligation(s) that propose a potential conflict of interest.
3. It is required of firms to identify conflicts prior to consideration. Failure to identify conflicts, voluntary or involuntary, may remove that firm from consideration. If no conflicts exist, indicate "None".

### **Criteria Five - Litigation (5 Points)**

Prior and current litigation and claims history, including claims history with the City or others. Identify any firm executives who have current claims or who have participated in litigation against the City of Dallas. Firms under litigation with the City or whose executives are or have been in litigation with the City may be disqualified from consideration.

### **Criteria Six - Contractor Coefficients (20 Points)**

Contractor's proposed **Coefficient(s)** - The term "Coefficient" means the contractor's numerical modifier to an established construction unit pricing system. Construction unit

pricing shall be derived from the current calendar year (2025) issue of RS Means - Facilities Construction Cost Data, RS Means - CostWorks (electronic version), and other applicable Construction Cost Data as published by RS Means, including all updates. The following Contractor Coefficients will be submitted on the “PROPOSAL FORM, Job Order Contracting - Request for Proposals for City of Dallas”:

1. Coefficient for pre-priced work performed during normal business hours.
2. Coefficient for pre-priced work performed after normal business hours.
3. Coefficient for non-pre-priced work performed during normal business hours.
4. Coefficient for non-pre-priced work performed after normal business hours.

**EVALUATION CRITERIA WEIGHTING**

Criteria One:	Capabilities, Resources and Responsiveness	25 points
Criteria Two:	Contractor’s Pertinent Experience	15 points
Criteria Three:	Contractor’s Approach to the Project	20 points
Criteria Four:	Contractor’s Current Contracts	15 points
Criteria Five:	Litigation	5 points
Criteria Six:	Contractor Coefficients	20 points
<b>Total Possible Points</b>		<b>100 Points</b>

**General Instructions**

Submission of a proposal indicates the Contractor's acceptance of the evaluation technique and recognition that some subjective judgments must be made.

The City of Dallas will not provide compensation to contractors for any expenses incurred in preparation of their proposal. Proposals and any other information submitted by contractors in response to this solicitation shall become the property of the City of Dallas. All respondents are required to be registered vendors with the City of Dallas’ Office of Procurement Services. Information on how to register can be found at the City’s [Bonfire Site](#). For assistance in registration during normal business hours, contact:

Office of Procurement Services  
 Dallas City Hall, 1500 Marilla Street, Room 3F North  
 Dallas, TX 75201  
 Phone: (214) 670-3326 or [askprocurement@dallascityhall.com](mailto:askprocurement@dallascityhall.com)

## **SECTION 5: JOB ORDER CONTRACT EXECUTION GUIDE**

1. **PURPOSE**. The purpose of this guide is to provide definitions and describe the procedure for the administration of the Job Order Contract, a contract designed to provide the City of Dallas with a flexible and responsive contracting capability in support of their real property maintenance mission. Job Order Contracting (JOC) projects planned for this contract consist of work to be performed at Dallas Love Field Airport, Dallas Executive Airport, the Kay Bailey Hutchison Convention Center Vertiport, and other Dallas Airport System buildings.
2. **DEFINITION**

A. **Job Order Contract**: A Job Order Contract is an indefinite-delivery/indefinite-quantity type agreement between the Contractor(s) and the City of Dallas to perform work on a Job Order basis with firm fixed Coefficient and specified unit pricing as described in section D, Pricing. The work to be performed under the Contract shall consist of facility repair, alterations, renovations, remodels, and other construction projects. Projects shall include work from all division(s) and section(s) as specified in the Master Format published by the Construction Specification Institute.

The Job Order Contract will have a \$500.00 (five hundred dollar) minimum and \$500,000.00 (five hundred thousand dollar) maximum amount per Job Order. The initial term of the Job Order Contract(s) to be awarded is two (2) years. The City retains the right to renew any resulting contract(s) for up to three (3) additional annual contract periods. Contracts can be renewed, with no increase in or change to the Contractor's Coefficient, unless the Contractor(s) can document substantial increases in overhead or other costs calculated as part of the coefficient. The maximum amount of Work to be awarded during the 5-year term of the Agreement is \$15 million.

Contractors submitting a proposal for Dallas Airport System Job Order Contract are not initially required to provide Bid, Payment or Performance Bonds. A Payment Bond will be required, per state law, by the Contractor for any individual project associated with Job Order Contracting in which the job Order exceeds \$50,000. In addition to a Payment Bond, a Performance Bond will be required for individual projects greater than or equal to \$100,000.00. Bonds are a reimbursable item within the Job Order Contract.

In the course of executing the Contract, the Contractor agrees to abide by the terms as stated in CITY OF DALLAS GENERAL CONDITIONS FOR BUILDING

CONSTRUCTION (June 25,2007 Edition [Rev. 08-28-08:09-01-09]), Dallas Love Field and Dallas Executive Airport Rules and Regulations, Dallas Fire Code, Dallas Environmental Policy, any Federal Aviation Administration requirements, and other related documents in effect at the time of award. The successful contractor(s) will be required to purchase and maintain, during the term of the contract, insurance as described in Attachment 1 and agree to the indemnification agreement therein.

B. Request for Pricing. Upon award of the Job Order Contract(s), a Request for Pricing will be issued for various facility works to one or more of the Contractor(s) as selected at the discretion of the City. The Request for Pricing will include a summary/description of the work to be performed and timeframe. A City Representative will schedule a meeting with the selected Contractors(s) to review the Request and answer questions. A tour of the facility in which the work is to be performed will be part of the meeting if deemed necessary by the City Representative. Development of plan(s) and specification(s) by the Contractor(s) may be required by the City Representative to be included in the response to the Request. The Contractor(s) will submit a response to the City Representative within ten working days after the issue of the Request. If deemed necessary by the City Representative, the response time may be extended. The Contractor(s) response to the Request for Pricing is to be valid for a period of thirty (30) calendar days from the date of submission to the Representative. The Representative may in the best interest of the City, select any or none of the responses to award a Job Order, re-issue the Request to one or more of the same or different Contractor(s), or change the scope, quality and/or timeframe for the work and issue a new Request for Pricing to the same or different Contractor(s). Upon selection of a response for award, the City Representative will prepare and issue a Job Order for performance of the work.

C. Job Order. A Job Order is the contractual instrument issued by the City representative to the contractor as written instructions to perform work according to specified requirements, within specified timeframes and costs. The job order will include a summary/description of the work, timeframe, and cost. Any required plans and specifications will be included by reference in the job order. The job order is issued and approved upon agreement between the contractor and the City representative as to the scope of work, timeframe, and cost. Upon approval, the job order shall become a fixed-price lump sum contract. The approved job order authorizes the contractor to begin work without further issuing of a Notice to Proceed.

D. Pricing. For each project task, a unit of measure and a corresponding unit price

are to be the basis for contractor reimbursement. The contract shall primarily use data from the current calendar year issue of RS Means - Facilities Construction Cost Data, RS Means CostWorks (electronic version), and other applicable Construction Cost Data as published by RS Means, including all updates, as a basis for unit cost. These resource books are referred to as the Unit Price Book(s) (UPB). The Unit Prices listed in RS Means, "Total Incl. O&P" costs (adjusted for the city cost index for Dallas, Texas postal codes (75235/75209/75237/75202) is then multiplied by the appropriate Coefficient to determine the actual cost of that item. The final adjusted UPB "Total Incl. O&P" cost rate for a task will herein be referred to as the UPB rate. Overhead and General Condition costs which derive from Division 1 of the UPB will not be allowed as part of the pricing without written authorization from the City Representative, as these costs are assumed to be included as part of the contractor coefficient. The contractor must consider these costs when proposing a Coefficient (reference table of allowable overhead). Project pricing is to be broken down into individual tasks of work, and a total price developed by the Contractor based upon the UPB, application of the city cost index, and application of the Coefficient. In instances where the UPB offers minimum and maximum costs associated with a particular task, the Contractor will cost out the materials based on local availability and use UPB labor rates most closely related to similar tasks. RS Means Technical Support 1-800-334-3509 will resolve any questions as to application of the UPB.

E. Coefficient(s). The Contractor's Coefficient is the numerical value, to two (2) decimal places, the Contractor proposes as a multiplier to the UPB estimate (after city cost adjustment) to determine contract cost.

For example, if the labor unit price for painting one hundred square feet of gypsum board from the UPB, after city cost adjustment, is \$15.00 and the Coefficient is 0.85, the contract price would be \$12.75 ( $\$15.00 \times 0.85 = \$12.75$ ). The Coefficient shall be a net decrease from or increase to the "Total Inch O&P" costs column in the UPB, and not the "Bare Total" column.

F. Overhead. The Contractor bears overhead costs as part of the proposal Coefficient of the Job Order Contract program. Allowable overhead items from the UPB are detailed in the table below. The line-item categories are:

- (A) Always allowed in Job Order, the contractor is expected and directed to include this item in each Job Order by the City Representative.
- (B) Allowed as directed; only included with permission of the City Representative due to some unusual condition peculiar to the project.
- (C) Not allowed-included in Coefficient, the contractor is never allowed to include because it is part of the proposal Coefficient.

(D) Not in contract, totally excluded from this work and contract, but may be addressed under separate contract with owner.

		(A)	(B)	(C)	(D)
		Always Allowed in JOC	Allowed As Directed in JOC	Not Allowed - Included in Coefficient	Not In Contract
<b>010 000 Overhead</b>					
4	Architect Fees		X		
16	Construction Management Fees			X	
18	Construction Completion Time			X	
20	Contingencies		X		
22	Contractor Equipment			X	
28	Engineering Fees		X		
32	Factors		X		
34	Field Office Expense		X		
36	Field Personnel			X	
38	Historical Cost Indexes				X
40	Insurance			X	
		(A)	(B)	(C)	(D)
		Always Allowed in JOC	Allowed As Directed in JOC	Not Allowed - Included in Coefficient	Not In Contract
<b>010 000 Overhead</b>					
42	Job Conditions			X	
44	Main Office Expense			X	
48	Mark-Up			X	
52	Overhead			X	
60	Overtime			X	
64	Performance Bond		X		
	Payment Bond		X		
68	Permits		X		
70	Small Tools			X	
82	Taxes State Sales Tax Exempt				X
<b>013 400 Shop Drawings</b>					
406	Models		X		
408	Renderings		X		
<b>013 800 Construction Photos</b>					
804	Photographs		X		
<b>014 100 Testing Services</b>					
108	Testing			X	
<b>015 100 Temporary Utilities</b>					
104	Temporary Utilities			X	

<b>015 200 Temporary Construction</b>					
204	Protection		X		
208	Temporary Construction Refer Division 015-300	X			
<b>015 250 Construction Aids</b>					
252	Safety Nets			X	
253	Personal Protective Equip			X	
254	Scaffold		X		
255	Scaffolding Specialties		X		
257	Pump Staging		X		
258	Surveyor Stakes		X		
259	Weather Station				X
<b>015 300 Barriers &amp; Enclosures</b>					
302	Barricades			X	
304	Fencing		X		
306	Winter Protection			X	

		(A)	(B)	(C)	(D)
		Always Allowed in JOC	Allowed As Directed in JOC	Not Allowed - Included in Coefficient	Not In Contract
<b>010 000 Overhead</b>					
<b>015 400 Security</b>					
480	Watchman		X		
<b>015 500 Access Roads</b>					
552	Roads and Sidewalks		X		
<b>015 600 Temporary Controls</b>					
602	Tarpaulins			X	
<b>015 800 Project Signs</b>					
804	Signs		X		
<b>015 900 Field Offices &amp; Sheds</b>					
904	Office			X	
<b>016 400 Equipment Rental</b>					
406	Concrete Equipment Rental		X		
<b>017 400 Final Cleaning</b>					
104	Cleaning Up		X		
<b>018 000 Facilities Maintenance</b>					
15	Facilities Maintenance Equipment		X		
20	Site Work Facilities Maintenance		X		
30	Concrete Facilities Maintenance		X		
40	Masonry Facilities Maintenance		X		
50	Metals Facilities Maintenance.		X		
70	Moisture Thermal Control Facilities Maintenance		X		
80	Door & Window Facilities Maintenance.		X		
90	Finishes, Facilities Maintenance		X		
100	Specialties Facilities Maintenance		X		
110	Architectural Equipment Facilities Maintenance		X		
120	Furnishings Facilities Maintenance		X		
140	Conveying Systems Facilities Maintenance		X		
150	Mech. Facilities Maintenance		X		
160	Elec. Facilities Maintenance		X		

G. Rubbish Handling: The contractor will be reimbursed for rubbish handling on a per job basis as it relates to loading a vehicle with demolished materials at a project site in accordance with appropriate UPB line items. Handling of materials identified as salvageable will be reimbursed in accordance with UPB.

H. Disposal of Rubbish: contractor shall lawfully dispose of rubbish off City property. Use of City dumpsters will not be allowed. All associated costs of removing rubbish less than 10 cubic yards per project from City property are to be included in the contractor's Coefficient. If the project involves the use of a dumpster for 10 cubic yards or more of debris, then reimbursement will be the verifiable actual dumpster fee plus 10%. Verifiable documentation includes a copy of the invoice for the rental fee for the dumpster, haul and disposal fees, and scale tickets for each roll off load delivered to the landfill or recycling site.

I. Job Orders for 100% Demolition or environmental type projects will not be issued.

J. Non-Pre-Priced Work. Non-pre-priced work is categorized and addressed as follows:

(1) Tasks that are not specifically included in the UPB but are within the basic intent and general scope of the contract shall use the nearest UPB description and cost. An asterisk shall precede any modified task description in response to Request for Pricing.

(2) Tasks, which are included in the UPB but differ materially more from those ordinarily encountered, shall be adjusted in material cost prior to issuance of the Job Order. Contractor must submit cost documentation prior to issuance of the Job Order to exercise this optional adjustment. An asterisk shall precede any modified task description in response to Request for Pricing.

K. Working Hours

(1) Normal City facilities' working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. It is anticipated that most of the work will be scheduled during these hours.

(2) Some City facilities support other hours of operations. Work at these facilities (days/hours) will need to be coordinated with facility operation management.

(3) Some City facilities operate 24/7, if this is the case for a specific Job Order; the Contractor will be notified in the Request for Pricing and will be required to accommodate operational hours as negotiated with facility

operations management. No supplemental fee for alternate working hours may be included in the Job Order.

4) The JOC contractor should be aware that work may be scheduled at night due to airport operations. Night work hours are between 10:00 p.m. to 4:00 a.m. with prior approval from the Project Manager.

5) The JOC contractor should be aware that work may be scheduled seven days per week.

6) The JOC contractor needs to consider that work at the facilities will need to be coordinated with the Project Manager and that some projects will be required to start and stop between events for an agreed upon time, be phased over time, or occur after normal business hours to avoid conflicts with events. The JOC contractor will be responsible for planning and scheduling the proposed work to avoid any interruption to the airport operations.

#### L. Badging Process Information

The contractor will be required to obtain security badging in accordance with the DAL Rules and Regulations for work within all secure areas within the Dallas Love Field Airport. The contractor is responsible for all cost associated with badging. Refer to the airport badging fees website, the Dallas Love Field and Dallas Executive Airport Rules and Regulations (find in Construction Packet of Solicitation). The successful vendor will be responsible for establishing and maintaining an individual that is designated as the vendor's "Signatory" to authorize Dallas Love Field Identification Badges for the successful vendor or their sub-contractors. The Signatories requirements are also covered in the Airport Rules and Regulations. We encourage you to begin the badging process immediately upon issue of Notice to Proceed.

<https://www.dallas-lovefield.com/business-info/airport-badging>

### 3. **PLANS & SPECIFICATIONS. MATERIALS. EQUIPMENT, LABOR AND SUBCONTRACTORS,**

#### A. **Plans & Specifications;**

The City of Dallas Representative shall determine for each individual project if plans and specifications are to be required. If required, the Contractor(s) shall develop plans and specifications for review by the Representative to be part of the Request for Pricing and the Job Order. Typically, the Contractor(s) shall develop plans and specifications within their own company resources. The Contractor(s) may use specifications and literature from product manufacturers that are not proprietary in nature and do not cause single source product availability. The

Contractor(s) shall include use of these resources in the Coefficients. Upon agreement between the Representative and the Contractor(s), the Contractor(s) shall retain the services of a Consultant for development of plans and specifications. The Contractor shall be solely responsible for reimbursing Consultants for work done under the Job Order Contract. Expenses for Consultant services shall be allowed as directed by Job Order Contracting. Architectural and Engineering work may include minimal design as directed in writing by Department of Aviation.

i. **Materials:**

(1) If materials specified by the Job Order for a specific task exceeds the unit material bare cost in the UPB, after postal code adjustment and application of the Coefficient, the Contractor may request adjustments to the bare cost. In these Instances, copies of at least two competitive materials vendor quotations must be submitted to the City of Dallas Representative to substantiate material costs in excess of the UPB. The Contractor will be required to provide copies of invoices and proof of payment when requested by the City. Such negotiation will be concluded prior to issuing the Job Order and are not allowed on a Change Order basis. In these instances, the contractor will be reimbursed at ten percent (10%) above the invoice cost.

(2) Contractor(s) are responsible for receiving and storing their own materials, including unloading of delivery trucks, checking deliveries and transportation to the work area. City employees are not responsible for these activities. Contractor(s) are responsible for securing and having available sufficient storage space for any required materials and equipment related to Job Order Contracting. Availability of space for project-related material storage on site will be identified, if available, in the Request for Pricing and/or may be negotiated with the City Representative.

(3) The City reserves the right to purchase material or job required merchandise. Materials not used on the job shall be returned to City's stock for credit to job. The City will be required to deliver such materials to the job site or compensate the Contractor for providing labor to relocate owner-furnished materials to the job site. This action may require modification to the job Order as reflected in a Change Order.

ii. **Tools and Equipment**

Tools and equipment costs can be included in the Job Order only if a unit cost for equipment is listed for the specific task in the UPB and actually used on the job. The Contractor shall furnish as part of his overhead cost as included in the Coefficient, the following, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders,

portable scaffolding, shop tools, drills, saws, hand tools, shop equipment, fabricating items customary to the trade, and all other equipment necessary to complete the work under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. The City Representative prior to use of the equipment must approve any equipment reimbursements sought by the Contractor.

iii. **Labor:**

The City will reimburse the Contractor for "labor costs" as follows:

(1) Labor costs will be reimbursed to the Contractor at the estimated UPB (adjusted for the city cost index) multiplied by the proposed Contractor Coefficient. The City will not recognize any premium or incentives pay reimbursement. Work performed on an overtime basis or shift shall not be included as a "job cost".

(2) If a task is not literally identified in the UPB the Contractor will be reimbursed in accordance with non-pre-priced protocol, with trade and labor unit costs matched as closely as possible to UPB rates, multiplied by the labor Coefficient. Taxes, insurance, fringe benefits, travel time from employee's residence to job site, or vacation allowances is to be included in the Contractor's Coefficient.

(3) A worker with overall project supervisory authority is to be present on each job site always. Supervisory costs are to be part of the Contractor's Coefficient and will not be reimbursed as a separate labor cost.

(4) The Contractor may be required to perform the work under this Contract on the job site in the presence of City employees, other City Contractors, and/or Subcontractors, whether union or non-union and shall complete the work assigned in the time required by the Job Order, in off-site work such as site fabrication, the City shall be so notified at the time of the issuance of the Job Order by the Contractor. The City reserves the right to inspect such off-site work at any time.

(6) The Contractor(s) shall maintain an office within the City of Dallas with a physical street address and local telephone. Telephone shall be available for receiving and making calls throughout the working day. The Contractor(s) are responsible for securing and having available sufficient storage space for any required materials and equipment related to Job Order Contracting. Other required office equipment shall be computer(s) with internet access, email account, and pager or mobile phone. Response time to normal City communications by the Contractor, or Contractor's authorized Representative, shall not exceed four hours.

The Contractor, or Contractor's representative must acknowledge by email or text the receipt of task, or response to all inquiries. The Department of Aviation

may request the Contractor or Contractor's authorized representative to provide by email or text a response less than four (4) hours in the proposal form issued for each project.

(7) The Contractor(s) shall provide non-working hours emergency contact information with no more than a 30-minute initial response time.

iv. **Subcontracts:**

Contractors may use the services of Subcontractors. The Contractor shall be solely responsible for reimbursing Subcontractors for work done under the Job Order Contract. The City Representative will require the submittal of City of Dallas Final Release of Lien for Contractor and Subcontractor prior to final payment. The use of Subcontractors does not alter UPB unit costs, the Contractor Coefficient, and Subcontractor pricing shall not be used as a basis for reimbursement.

(1) The Contractor(s) shall, as soon as practical and before the execution of the Job Order, notify the City Representative in writing of the names, addresses, and phone numbers of Subcontractors proposed for the work and of such others as the City Representative may deem necessary. The Contractor(s) shall not employ any Subcontractor(s) that the City takes issue or previously found to have insufficient financial or insurance coverage, perform incompetent, reckless, unfit, irresponsible, or unsafe work.

(2) The Job Order Contract contractor(s) agree to be fully responsible to the City for the acts and omissions of subcontractor(s) and of persons directly employed by the Subcontractor(s).

(3) Nothing contained in the Job Order Contract or Contract Documents shall create any contractual relation between any Subcontractor and the City and nothing in the Contract Documents is intended to make the Subcontractor a beneficiary of the Contract between the City and the Contractor. The Contractor agrees to bind all Subcontractors, and confirms that all Subcontractors agree to be bound, by the terms of the Job Order Contract and related documents.

4. **EXECUTION PROCEDURES.**

A. **City Representative/Contractor(s) - Request for Pricing**

(1) The City Representative is to notify the Contractor(s) of a pending Request for Pricing. If deemed necessary by the City Representative, a meeting with the Contractor(s) and others will be conducted to review the scope of work, site conditions and to answer Contractor questions. The meeting is to be held within two (2) days of the issue of the Request for Pricing. During this meeting, the

following will generally be reviewed:

- a. Work summary and scope,
- b. Site conditions and any special considerations,
- c. Site access and availability,
- d. Methods and alternatives for accomplishing the work per plans and specifications,
- e. Time requirements for completion.

(2) Within ten (10) business days from the issue of the Request for Pricing the contractor shall submit a response to the City representative. The contractor(s) response shall be valid for thirty (30) business days from the date of submission.

**B. City Representative/Contractor(s)- Job Order Contract Activities**

(1) Upon receipt of a Pending Request for Pricing, the contractor(s) shall thoroughly examine the Request, becoming familiar with the scope of work, identifying possible needs for plans and specifications, and any special instructions or conditions that may exist.

(2) The contractor is responsible for verifying tasks, refining quantities, and resolving any apparent coordination issues or concerns about existing conditions on the job site. The contractor then formally responds to the Request for Pricing within ten (10) working days from date of initial notification.

(3) After review of the contractor(s) response to the Request for Pricing, and the acceptance of a response, the City Representative will initiate creation of the Job Order.

(4) Upon acceptance of the Job Order by both parties, the City representative is to initiate the generation of the Purchase Order for each project. The contractor is to provide any required Bonds and a certificate of insurance as evidence of proof of insurance as described in Attachment A, Insurance Requirements.

(5) Once the purchase order is issued, the contractor is to begin work as specified in the job order. The City representative is to perform the contract administration associated with the job order until work completion; including punch list items, final inspection, and acceptance within the period designated in the Job Order.

(6) At the discretion of the City Representative, a retainage may be held for completion of any punch list item(s) in an amount between 200% - 300% of the estimated cost to complete the punch list item(s).

(7) At the time of project completion, inclusive of the completion of punch list items, the contractor will submit a Certificate for Final Payment to be approved by the City representative.

## **5. MODIFICATION TO JOB ORDERS**

- A. If differing, unknown or hidden site conditions are encountered during execution of the job order, or there is a City requested change to the quantity, quality or time of the work, then a modification to the job order by change order is required. The City of Dallas representative shall request the contractor to prepare and submit pricing for potential change orders. It is the responsibility of the City representative to authorize a change order to a job order. Only an approved change order shall modify a job order.
- B. Pricing for change orders shall be generated by the contractor from the UPB as adjusted for the city cost index with application of the Contractor Coefficient as established under the job order contract. If a change order involves negotiation with the contractor, all negotiations must be completed within three working days.
- C. The City representative shall initiate, prepare, authorize and issue a change order to a job order. A change order shall be issued using standard AIA G701 - change order and shall only be valid after signatures of all parties have been obtained. Any additional costs incurred by doing work beyond the scope of the job order without an approved change order will be the sole responsibility of the contractor.
- D. Claims for Concealed or Unknown Conditions. No adjustment in the contract sum or time associated with concealed or unknown conditions will normally be considered or allowed; provided, however, that the contract sum or time may be adjusted by the owner in such circumstances only if:
  - (1) a concealed subsurface condition is encountered in the course of performance of the work;
  - (2) a concealed or unknown condition in an existing structure is at variance with conditions indicated by the contract documents; or
  - (3) an unknown physical condition is encountered below the surface of the ground or in an existing structure which is of an unusual nature and materially different from those ordinarily encountered and generally recognized as inherent in the character of the Work; and
  - (4) a notice of claim with proper and adequate substantiation is presented pursuant to subparagraph 4.3(a) of CITY OF DALLAS GENERAL CONDITIONS FOR BUILDING CONSTRUCTION; and
  - (5) the Owner and the Architect determine that:
    - (i) prior to submitting its bid for the Work, the Contractor used reasonable diligence to fully inspect the portion of the Project site where the condition was discovered; and
    - (ii) the work caused or required by the concealed or unknown condition at issue can be considered extra work to the extent that additional new Drawings must be prepared and issued and new construction beyond the scope of the Contract Documents is required.

- E. Disclaimer of Warranties as to Reports, Drawings, and Specifications. PROJECT SITE INFORMATION AND REPORTS (INCLUDING BUT NOT LIMITED TO SOILS TESTING REPORTS, GEOTECHNICAL REPORTS, OR ENVIRONMENTAL SITE ASSESSMENTS) PROVIDED BY THE OWNER AND THE ARCHITECT IN THE PROJECT MANUAL OR BY OTHER MEANS SHALL BE UTILIZED BY THE CONTRACTOR AT THE CONTRACTOR'S OWN RISK. THE OWNER AND THE ARCHITECT DO NOT GUARANTEE OR WARRANT ANY INFORMATION SHOWN IN THE PROJECT SITE INFORMATION AND REPORTS.
- F. Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided in this Paragraph 4.3 of CITY OF DALLAS GENERAL CONDITIONS FOR BUILDING CONSTRUCTION shall be given before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property arising under Paragraph 10.3. In addition, the Contractor's request for an increase in the Contract Sum for any reason (other than work performed under emergency conditions) shall be made far enough in advance of required work to allow the Owner and the Architect a sufficient amount of time, without adversely affecting the construction schedule, to review the request, prepare and distribute such additional documents as may be necessary to obtain suitable estimates or proposals and to negotiate, execute and distribute a Change Order for the required work if the Contractor believes that additional cost is involved for reasons including but not limited to:
- (1) a written interpretation from the Architect;
  - (2) a written order for a minor change in the Work issued by the Architect;
  - (3) failure of payment by the Owner;
  - (4) termination of the Contract by the Owner;
  - (5) the Owner's temporary suspension of all or any portion of the Work where the Contractor was not at fault; or
  - (6) other reasonable grounds.

## **6. ENVIRONMENTAL CONDITIONS**

- A. The City of Dallas has developed and maintains an active on-going program directed at identifying and eliminating potential environmental hazards throughout its facilities and properties. However, due to the nature of construction activities the Contractor may find, or believe to have found, potentially harmful environmental conditions. These conditions include, but are not limited to, mold, asbestos, lead paint, chemical deposits, and other hazards. If the Contractor believes to have found, either before or during performance of the work, conditions that are potentially hazardous, the Contractor shall immediately:
1. Stop all work that cause, or may cause, workers to be exposed to potentially hazardous conditions,

2. Seek immediate treatment for those who may have been exposed to a potential hazard,
3. If such conditions warrant immediate hazardous material response for containment or mitigation, then the Contractor shall contact the appropriate authority,
4. Immediately, inform the City Representative of such conditions and subsequent actions.

B. The contractor shall not be responsible for remediation or mitigation of any environmental conditions found during the work, unless the Job Order includes, or is specifically for, the remediation or mitigation of the environmental condition.

C. The contractor shall be responsible for remediation or mitigation of any environmental condition caused during the course of the work by:

- a. Contractor employees,
- b. Contractor Subcontractors,
- c. Contractor Suppliers and Vendors,
- d. Contractor Consultants,
- e. Other persons present, or brought to the site, at the contractors' invitation.

Such conditions include, but are not limited to,

- a. Chemical spills,
- b. Damage to existing constructions, such as, gas lines, sewer lines, etc.

## **7. REPORTING REQUIREMENTS AND PAYMENTS**

A. The City of Dallas Representative is to be responsible for administering all Job Orders under the Job Order Contract. All Contractor communication with the City shall be through the Representative, including but not limited to, correspondence, submittals, applications for payments, change requests, and other Job Order Contracting related communications.

B. Retainage will be withheld by the City from each progress payment until final completion of the work by the contractor and approval of completion and final acceptance by the City. The retainage withheld by the City on progress payments will be ten percent of a job order sum at the time of execution of job order. Unless otherwise required by state law the retainage percentage as specified above is based upon the original contract sum and will not be affected in the event the original contract sum is subsequently increased or decreased by change order. Application for final payment shall be submitted once all work is complete, including punch list items. Partial and final payments shall be submitted to the City Representative using the standard AIA G702 -

Application and Certification for Payment and AIA G702 - Continuation Sheet. When an invoice is received and the City Representative certifies the work complete, the invoice will be processed for payment through established City procedures and payment practices.

C. The City reserves the right to deduct from the contract an equitable amount for damaged or uncorrected work until the City Representative deems the work to be corrected satisfactorily. If unfinished, damaged or uncorrected work remains after the agreed upon Job Order completion date, the City reserves the right to have the work completed by others and deduct the cost of that work from the job order balance for that project.

D. Per CITY OF DALLAS GENERAL CONDITIONS FOR BUILDING

CONSTRUCTION, the City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the City from loss on account of, but not limited to, the following:

- (1) Defective work not remedied,
- (2) Claims filed or reasonable evidence indicating probable filing of claims;
- (3) Failure of the Contractor to make payments properly to Subcontractor(s) for material or labor;
- (4) A reasonable doubt that the Contract can be completed for the unpaid Job Order balance;
- (5) Damage to another contractor;
- (6) The expectation that Liquidated Damages will be charged;

(7) Deductions associated with loss of or damage to City property because of negligence or non-conformance to job Order Contract documents. Payment of the affected amount shall be made when the Contractor corrects the grounds for withholding or nullifying the payments.

E. Liquidated Damages shall be a part of each Job Order in the amount stipulated in the contract. Assessment of Liquidated Damages are to follow the CITY OF DALLAS GENERAL CONDITIONS FOR BUILDING CONSTRUCTION (June 25, 2007 Edition [Rev 08-28-08: 09-01-09]) At the discretion of the City Representative, a warning of intent to assess Liquidated Damages may be sent to the Contractor and Bonding Company for insufficient progress or chronic understaffing of a project to the extent that it is believed the project cannot be completed within the agreed period. If the scope of the project includes outside work that is affected by inclement weather the Contractor must document these days. Documentation includes submitting copies of the local weather report to indicate precise conditions and photographs sufficient to determine the conditions at the site.

F. The Contractor shall submit a weekly report of activities in a format approved by the City Representative.

G. The Contractor shall submit as part of the project closeout documents a copy of applicable Material Safety Data Sheet's (MSDS) to the City Representative for materials used in the project.

H. The Contractor is required to review and complete the City of Dallas - Business Enterprise Hub (BEH) paperwork as outlined in this document. Proposal responses to Job Order Contracting cannot be considered without completion of the documentation.

#### 8. **TERMINATION:**

If termination of a Job Order contract is desirable by the City for whatever reason, termination shall be made in accordance with the CITY OF DALLAS GENERAL CONDITIONS FOR BUILDING CONSTRUCTION (June 25, 2007 Edition [Rev. 08- 28-08; 09-01-09]).