Bid Invitation
Bid No. 27-009

TO BE CONSIDERED, BIDS MUST BE RECEIVED PRIOR TO THE DEADLINE
LATE BIDS WILL NOT BE ACCEPTED

The Board of Education for Douglas County School District 0001 (Omaha Public Schools) invites bids for:

OPS Skinner Elementary School – Flooring Replacement

RETURN TO:

Omaha Public Schools
District Operational Services
3215 Cuming St., Omaha, Nebraska 68131

IMPORTANT BID SUBMISSION INFORMATION & DEADLINES

Bid Number	27-009
Date of Issuance of Bid	November 19, 2026
Prebid Meeting - **Mandatory**	December 21, 2026 @ 10:00 AM CT Skinner Elementary School 4304 N 33rd Street, Omaha, NE 68111
Deadline for Submission of Questions	December 22, 2026
Bid Submission Deadline	January 7, 2027
Anticipated Bid Award & Board of Education Approval Timeline	February 1, 2027
Substantial Completion of Project	July 31 2027

Question Submission Box	Questions_Clarifications_1@ops.org
Microsoft Teams Meeting Phone Number for Bid Opening	402-509-3892
Microsoft Team Conference ID for Bid Opening	948 210 11#
Address for in Person Bid Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

Bid 27-009
OPS Skinner Elementary School, Flooring Replacement

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1.0 BID INVITATION

Douglas County School District 0001 ("Omaha Public Schools"), ("OPS" or "District") invites qualified bidders to submit bids to furnish OPS with all labor, materials, tools, equipment, utility and transportation services and related work necessary for the removal and proper disposal of existing flooring where indicated on the Project Drawings and the furnishing and installation of new flooring at Skinner Elementary School, located at 4304 N 33rd Street, Omaha, NE 68111 (hereinafter the "Project Site"). The work includes but is not limited to the removal and proper disposal of all the existing carpet, tile, and wall base and then the installation of new carpet, tile, and wall base in rooms highlighted in the drawings,(referred to herein as "the Project" and may also be referred to as "the Work") in accordance with the following Project specifications and drawings for the Project developed by the District. A more detailed description of the Work to be performed is in Section 2.0, Contract Specifications, Section 3.0, Project Drawings and Specifications in Exhibit A. Bids must be completed on the bid form provided in the Bid Documents and submitted in accordance with the requirements stated in these Bid Documents. For purposes of this Bid, the term "Bid Documents" include the following documents: Bid Invitation, the Contract Specifications, the Project Drawings and Specifications, the Bid Submission Instructions and Requirements, the General Terms and Conditions, the Bid Form and Signature Page, Exhibit A, Project Drawings and Specifications and any Addenda issued prior to bid opening. The Bid Documents are not complete unless all of these documents are included. Bidders should review all the Bid Documents carefully before submitting a bid proposal since these Bid Documents, along with other documents that are referred to in the Bid Documents, will be incorporated into and will become a part of any Purchase Order or Contract (as hereinafter defined) between OPS and a successful bidder for the Work.

Please note the mandatory pre-bid meeting requirement for all potential bidders. See Section 4.4 below.

Submit bids in a sealed opaque envelope or container clearly marked on the exterior of the envelope or container with the information listed below:

Bid No. 27-009 OPS Skinner Elementary School, Flooring Replacement

Address for submission of bids:

Omaha Public Schools
District Operational Services
3215 Cuming St.
Omaha, NE 68131

Hand-delivered bids shall be brought to the Security Desk, at the East Entrance on the Ground Floor of the Teacher Administrative Center (TAC) at the above address.

2.0 CONTRACT SPECIFICATIONS

2.1 SPECIFICATIONS & SCOPE OF WORK

The Work called for in these Bid Documents includes the removal and proper disposal of existing floor covering from areas designated in the Project Drawings and Specifications, and the furnishing and installation of new flooring at Skinner Elementary School, located at 4304 N 33rd Street, Omaha, NE 68111 and related work as specified in the Project Drawings and Specifications. The Work includes, but is not limited to, the removal and proper disposal of all the existing carpet, tile, and wall base and then the installation of new carpet, tile, and wall base in rooms highlighted in the Project Drawings and Specifications.

In general, all materials and equipment to be furnished by Contractor must be of good quality, new and unused, undamaged, and shall be constructed and installed as required in the Contract Documents and of the types of equipment and materials as specified.

It is the Contractor's responsibility to protect existing construction. In addition, daily removal and disposal of debris and repair of any damage due to Work under this Contract is considered within the scope of Work and is the responsibility of the Contractor. Contractor shall not dispose of any debris or waste materials in District dumpsters.

Contractor shall be responsible for the performance of all of the Work for the Project. Unless specifically prohibited by the Contract Documents, Contractor may retain qualified and responsible subcontractors for the performance of parts of the Work. Such subcontractors must be reasonably acceptable to the District. Contractor shall be fully responsible to District for all acts and omissions of the Contractor's subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Work provided by or under the control of the Contractor, just as Contractor is responsible for Contractor's own acts and omissions. No acceptance by District of any such subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of District to the completion of the Work in accordance with this Contract Documents. Contractor shall be solely responsible for scheduling and coordinating the Work of subcontractors, suppliers, and all other individuals or entities performing or furnishing any of the Work, which are under the control of Contractor.

All Work must be done in accordance with best trade practices using qualified workmen. All Work shall be performed in a manner that does not void any manufacturer's warranty.

All engineering work and plan preparations for shop drawings and other Contractor submittals shall be the responsibility of the Contractor, who shall utilize qualified and licensed engineers for such work.

2.2 WORK HOURS AND WORK DAYS

With respect to Work in or in connection with OPS occupied facilities, it is expected that all Work will be performed during normal working hours (6:30 am – 5:00 pm CT) on regular working days (Monday-Friday) exclusive of District observed holidays. Should the Contractor desire to work at other times, advance requests shall be made to the project manager so that the areas can be made available. OPS personnel must be on hand at any time Work is in progress at such an occupied location.

2.3 CONTRACTOR EXPERIENCE AND PROJECT STAFFING

All Work must be done in accordance with best trade practices using Qualified Workers. Qualified Workers shall mean at least one (1) experienced journeyman flooring installer for every two (2) workers on the Project Site. There shall be a minimum of three (3) workers from start of Project to completion. At all times, at least one of the Contractor's work crew must be fluent in English and able to communicate in the language of the remaining crew members.

2.4 PROJECT COMMENCEMENT, COMPLETION DATES AND LIQUIDATED DAMAGES

The performance of the Work shall commence upon receipt by Contractor of written notice to proceed from District. A notice to proceed will not be issued prior to execution of the Contract between the District and the Contractor, and in any event, not prior to January 6, 2027. Moreover, the District will not issue a notice to proceed until Contractor and the District have executed the Contract for the Project and the Contractor has furnished District with an insurance certificate and a performance, labor, and material bond complying with the requirements of the Contract Documents.

Substantial Completion of the work shall be achieved not later than July 31, 2027. Final Completion shall be achieved not later than fourteen (14) days after Substantial Completion is achieved.

If Contractor does not achieve Substantial Completion by the date set forth in this Section, as may have been extended by Change Order, Contractor shall pay to District as liquidated damages the sum of $500.00 per day for each calendar day after the day set for Substantial Completion that Substantial Completion has not been achieved. See Section 5.32 below.

2.5 ASBESTOS

Asbestos containing materials (ACM) *has not* been found at Skinner Elementary in the proposed work areas. It is the Contractor's responsibility to review and study the information that may relate to ACM with which the Contractor may come into contact. A document describing the general location and characteristics of this material is available in the building office or through the Asbestos Program Coordinator's office at 4041 North 72nd Street, Omaha, Nebraska 68134 for your review. During this Project, should any suspected ACM be found, Contractor should stop work in the area immediately and contact this office at 531-299-0180.

2.6 ASBESTOS DAILY AWARENESS

Contractor shall be responsible for coordinating a central sign-in location at the facility where the Project is located for enforcement of the District’s requirements of the asbestos material awareness program. Each employee, subcontractor employee and other individuals under contract with the Contractor shall be advised of locations of any hazardous material at the facility. This sign-in certificate must be submitted weekly and prior to final closeout on the Project.

2.7 ASBESTOS REMOVAL, NOTIFICATION

All known and accessible asbestos-containing material has been identified for this Project area by the District’s Environmental Division. In the event Contractor encounters suspect asbestos-containing or other hazardous materials at the Project site, Contractor shall stop work immediately in the suspected contaminated area and contact the District’s Environmental Division at 531-299-0180. Contractor shall not remove any asbestos containing material.

2.8 EQUIPMENT AND INSTALLATION REQUIREMENTS

Contractor will be required to perform all Work and supply any and all materials, equipment and accessories described in the Contract Documents or that are necessary for completion of the Project.

Work at the Project Site shall start within forty-eight (48) hours of delivery of equipment, provided notice to proceed has previously been given by the District.

2.9 WARRANTIES

Contractor’s one (1) year warranty set forth in the General Terms and Conditions that are a part of the Contract Documents shall run for a period of one (1) year from Substantial Completion. Materials must be installed in a manner that does not void or limit any manufacturer’s warranty for such materials. Prior to final completion, Contractor will take any corrective measures and work to assure that the full manufacturer’s warranty will apply to this Project.

2.10 MATERIALS AND EQUIPMENT TO BE FURNISHED

The Specifications for any required materials are contained in the Project Drawings and Specifications for the Project, which are a part of the Bid Documents and will also be part of the Contract Documents for the Project.

3.0 PROJECT DRAWINGS AND PROJECT SPECIFICATIONS

The Project Drawings and Specifications have been prepared by the District and are a part of the Bid Documents and will become a part of the Contract Documents comprising the Contract between the Contractor and OPS. Those Drawings are detailed below.

3.1 PROJECT DRAWINGS

Project Drawings and Specifications prepared by the District, inclusive of the drawing sheets listed below, are included in the Bid Documents as Exhibit A. These Project Drawings and Specifications will also be included in the Contract Documents with the successful Contractor.

Drawing Sheets:
First Floor – Skinner Elementary
Second Floor – Skinner Elementary

4.0 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

4.1 GENERAL

To be considered, bids must be submitted in accordance with the bid instructions set forth in these Bid Documents. Failure to comply with the requirements of these bid instructions may result in the rejection of the bidder's bid proposal.

The term "Bid Documents" is defined in Section 1.0 of the Invitation to Bidders. The Bid Documents are incomplete if they do not contain all of the Bid Documents identified in that Section. Bids must be prepared on the unaltered bid form included in the Bid Documents with all required information provided and submitted in a sealed opaque envelope or container with the bid name, bid number and the date and time of the deadline for submitting bids noted on the exterior of the envelope or container. DO NOT SUBMIT BIDS ON ANY OTHER FORM. Bids must also include the original bid bond and all attachments required by the Bid Documents. Do not alter or revise any of the OPS Bid Forms. Do not attach or include any documents not required by the Bid Documents to be attached or included with the Bidder's bid response, such as the bidder's prepared forms, which attempt to modify the terms and conditions stated herein. Do not condition the acceptance of any bid proposal on the acceptance by OPS of any additional contract terms and conditions not stated herein. E-mail, facsimile or telephone bids will not be accepted. Any incomplete bid or bid not complying with the Bid Documents may be rejected by the District.

Bids are due at 2:00 PM Central time on the due date specified in the Cover Page of this Bid Invitation at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131. Hand-delivered bids shall be brought to the Security Desk, East Entrance, Ground Floor. Any bid received after the deadline for submission of bids will not be considered and will be rejected and returned to the bidder unopened. The risk of delivery rests solely on the bidder. The time stamp on the District's time clock in the District Operational Services' offices will be the official clock utilized to determine the time for the close of submission of bids.

4.2 DISTRICT'S RIGHT

The District reserves the right to accept or reject any or all bids or any part thereof and to waive any and all technicalities and irregularities and award the Contract based on its determination of the best interests of the District.

4.3 PROJECT DRAWINGS AND SPECIFICATIONS

Bona fide bidders may inspect and obtain copies of the Project Drawings and Specifications for the Project, prepared by the District, and identified in Exhibit A of the Bid Documents, at any of the locations specified in the Bid Advertisement. Project Drawings and Specifications are also available for download on the OPS Purchasing Department website.

4.4 MANDATORY PRE-BID MEETING

OPS will conduct a mandatory pre-bid meeting for interested bidders at Skinner Elementary School, located at 4304 N 33rd Street, Omaha, NE 68111, on December 21, 2026, at 10:00 AM CST. All attendees are required to sign-in at that time, and only those who attend the pre-bid meeting will be allowed to submit a bid. Proposals received from bidders not attending the pre-bid meeting will be returned unopened. Questions may be asked at the pre-bid meeting. However, such questions and the answers given will not be transcribed or transmitted to the other potential bidders.

4.5 BID QUESTIONS

Any questions or requests for interpretation of these Bid Documents must be submitted in writing by e-mail to the question submission box at the email address included on the Cover Page of the Bid Documents, by 2:00 p.m. CT on or before the deadline for submission of questions. The **subject line of the email must include at a minimum the Bid Name and Bid Number of the Project.** Both the question submission box address and the deadline are listed on the Cover Page. Answers to questions will be posted on the OPS Purchasing website, the plan house websites in which the District has been requested plans be made available, and provided to all attendees who signed in at the Project pre-bid meeting, without indicating which Bidder submitted the question. The communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed on the Bid Cover Page for questions is the only authorized location and representative of the District who can respond to questions regarding this bid. Questions submitted in any other form, including by hard copy, facsimile and telephone, and questions submitted to an email address other than the one indicated in these Bid Documents will NOT be answered. Any attempt to communicate with or contact any Board Member, employee, or consultant of the District of in any manner having to do with any aspect of this bid may result in the disqualification of the Firm as a potential supplier.

4.6 BID BOND

An original certified check or cashier's check payable to the Board of Education or satisfactory original Bid Bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the amount of the bid shall be submitted with each bid (the certified or cashier's check and the bid bond may sometimes be collectively or individually referred to in these Bid Documents as the "Bid Security"). If an original cashier's or certified check or an original signed Bid Bond (not a photocopy) as required by this Section is not submitted to the District with the bidder's bid submission in a sealed opaque envelope or container by the bid submission deadline, the bid will not be considered. To be valid, the Bid Bond submitted must have original signatures of both the bidder and the surety on the Bond, and if signed by an attorney-in-fact for the surety, a valid power of attorney from the surety must be attached to the Bid Bond. The Bid Security will be retained as liquidated damages in case the bidder awarded the Contract fails to furnish the required Performance, Labor and Material Payment Bond, insurance certificate, or sign the Contract within ten (10) days after presentation of the Contract to the successful bidder. If original Bid Security as required by this Section is not received by the District with bidder's bid proposal by the deadline for submission of bids, is submitted in any other manner, or is submitted to an address other than the

one indicated in these Bid Documents, the bid by bidder failing to properly submit the Bid Security will NOT be considered, even if the bid was otherwise properly submitted. The bidder shall have all risk of failed or late delivery of the Bid Security.

4.7 BID PREPARATION

All bids must be completed and submitted on the unaltered OPS bid form that is a part of the Bid Documents. DO NOT SUBMIT BIDS ON ANY OTHER FORM. DO NOT ALTER THE OPS BID FORM OR ANY OPS BID DOCUMENTS IN ANY MANNER. If a new bid form is issued by OPS by an Addendum to the Bid Documents, the new bid form must be used for bid submission, and using an earlier version of the bid form may result in the bid being rejected. Unless specifically allowed in the Bid Documents, only one bid form may be submitted by any bidder. All required blanks on the bid form must be completed and be initialed and dated where indicated and the final page of the bid form must be signed by an authorized representative of the bidder. All attachments and required information requested in the bid form must be furnished, together with the Bid Bond. Do not submit any documents that are not specified or requested in these instructions. Bids are to be submitted to the location specified in the Bid Documents by the time and date indicated in the Bid Documents. Bids are to be submitted in a sealed opaque envelope or container addressed as specified on the Invitation to Bid with the required notation on the exterior of the sealed envelope or container. The amount bid shall be the total cost to OPS for the successful bidder awarded the bid to provide and furnish all labor, materials, equipment, tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the Work required by the Bid Documents. Bid proposals that attempt to change, modify or add additional terms and conditions to the Bid Documents by conditioning a bid response upon the acceptance by OPS of any Contract terms and conditions that are attached to a bid response or that reference certain Contract terms on a web site shall be considered non-complying bids and the bid may be rejected by OPS.

4.8 BID SUBMITTAL

To be considered, one (1) copy of the bidder's proposal prepared in compliance with the requirements of the Bid Documents must be submitted to the District by the proposal deadline listed on the Cover Page. The amount bid shall be the total cost to OPS for the Work specified, inclusive of all the labor, materials, equipment, tools, supplies and services enumerated in the Bid Documents, together with all insurance costs, delivery costs, duties, surcharges, tariffs and brokerage costs and no additional amount will be paid by OPS to the successful bidder for the Work. No bidder will be allowed to offer more than one price. Bids that attempt to change, modify or add additional terms and conditions to the Bid Documents will be rejected by OPS. Bids must be signed by an authorized signatory for bidder and initialed and dated where indicated. Bids and Bid Security must be submitted in hard copy to the address specified in the Bid Documents by the time and date indicated in the Bid Documents. The time stamp on the Purchasing Department time clock will be the official clock utilized to determine the time for the close of submissions. Bids may be submitted either in person or by mail or courier to the address shown on the Cover Page. All submitted bids must comply with the following requirements:

- Bidder must include the Bid Proposal with the completed Signature Page attached.
- Bid Security equal to 5% of the bidder's bid amount as previously described in Section 4.6 must be submitted prior to the deadline for submission of bids.
- The bid must be submitted in hard copy with the bid title and bid number written on the exterior of the envelope or container containing the bid.
- All required attachments must be submitted with the bid proposal.

4.9 BID ATTACHMENTS

Bidders shall include with their bid responses the following attachments: (i) summary of the manufacturer's warranty terms for the materials and equipment the bidder is proposing to furnish; and (ii) the specifications for the Contractor furnished materials and equipment specified in Plans and in the Specifications that are a part of the Bid Documents that the bidder is proposing to furnish.

4.10 BID SUBMISSION DEADLINE

Bids are due by 2:00 p.m. Central time on the due date specified one the Cover Page and in the Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be returned unopened. OPS is not responsible for ANY late bids due to failure or delay in mail delivery. The bid must be received by the time and date indicated on the bid document. The risk of delivery rests solely on the bidder. Late bids will not be accepted. The time stamp maintained by District Operational Services shall be the official clock for determining when the time for submission of bids has closed.

4.11 WITHDRAWALS AND RESUBMISSIONS

Withdrawal of a bid may be made by a bidder any time prior to 2:00 p.m. Central time on the bid due date. A withdrawal may only be done by the bidder's written notification delivered to the same address where the bid was originally submitted, with the following notation on the exterior of the envelope containing the withdrawal: "Withdrawal of Bid" including the Bid number and the Bid title. The withdrawal notification must be received by the OPS Purchasing Division prior to the date and time of the bid submission deadline. An attempted withdrawal in any other form, including email, facsimile, telephone or oral withdrawal request will not be honored. An addendum or bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is re-submitted prior to the deadline for submission of bids. All bids submitted and not withdrawn as specified in the Bid Documents shall remain open and be subject to acceptance for ninety (90) days after the bid due date and may not be withdrawn prior to the expiration of such 90-day period.

4.12 OPENING OF BIDS OR PROPOSALS

Bids will be opened and read aloud in public at the Omaha Public Schools Teacher Administrative Center, District Operational Services, 3215 Cuming St, Omaha, Nebraska 68131, immediately following the bid submission deadline stated on the Bid Document Cover Page. Those submitting bids can attend in person or remotely join the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States Phone Conference ID is listed on the Bid Cover Page. If attending in person, please arrive at the security desk at least 10 minutes prior to the 2:00 PM CT deadline.

4.13 BID TABULATIONS

Notes may be taken at the public reading of the bids at the specified time and date of the opening, or a personal inspection may be made of the bids after award has been made and documents are placed in central files in the Purchasing Division offices. In lieu of a visit, copies of the bid tabulations are available. The cost for a bid tabulation copy is $5.00 for any tabulation up to 20 pages in length. There is an additional charge of $.25 for each page in excess of 20 pages. Make checks payable to Douglas County School District 0001. Bidders may include a request for a bid tabulation copy with its bid response or may contact the OPS buyer to make a request. The buyer will notify the bidder regarding the cost of the bid tabulation once it is known.

4.14 BIDDER REPRESENTATION

In submitting a proposal, the Contractor represents that it has read the Bid Documents, that its bid is submitted in accordance therewith, that the bidder is familiar with the local conditions that may affect the bid and the performance of the Work by the successful bidder and that the bidder has all required governmental licenses and permits to perform the type of Work required.

4.15 COLLUSIVE BIDDING

The bidder's submission of its bid response is the bidder's representation and guarantee to OPS that the prices quoted have been arrived at without collusion with any other eligible bidders and without an attempt to preclude OPS from obtaining the lowest possible competitive price, influencing the prices quoted by any other eligible bidder or discouraging other potential bidders from bidding.

4.16 POST-BID EVALUATIONS

Prior to recommendation to the Board of Education for the bid award, District will review the apparent low bidder's qualifications and credible experience in similar projects to assure that the bidder meets the experience required by the District in the Contract Specifications that are a part of the Bid Documents. As part of that evaluation, the District reserves the right to ask any bidder to provide references of companies that contracted with Contractor for similar projects, including the following information: Company Name(s), Contact Name, Phone Number, and Email Address.

4.17 BID AWARD

OPS reserves the right to reject any or all bids or any part thereof and to waive any and all technicalities and irregularities. This is an all or nothing bid, and the bid will only be awarded to one bidder. The OPS Board of Education must approve all bid awards and contracts of $50,000.00 or more. Except due to a holiday or an extenuating circumstance, the Board generally meets on the first and third Monday of each month for approval of bids and purchases. Notwithstanding approval or award of a bid by OPS or its Board of Education, such approval or award does NOT constitute or create a contract between OPS and the bidder and no contract shall be created or deemed created, nor shall OPS be deemed obligated in any manner to bidder, until such time as the bidder furnishes the required Performance, Labor and Material Payment Bond, insurance certificate and an Agreement is signed by Contractor and OPS, or a Purchase Order is issued by OPS if no separate Contract is required. OPS will either sign an Agreement with or issue an official Purchase Order to the successful bidder which, together with the other Contract Documents incorporated therein, will constitute the Contract with OPS for the construction of the Project as specified in the Agreement or Purchase Order and will incorporate by reference into the Agreement or Purchase Order the Contract Documents (defined in the General Terms and Conditions, in Section 5.1 below). If an Agreement is to be executed, OPS will submit to the successful bidder after the bid award the Agreement form that will be utilized by the parties.

5.0 GENERAL TERMS AND CONDITIONS

5.1 GENERAL

The term "Contract Documents", as used herein, means those documents that together form the Contract or Agreement between OPS and that consist of the following: the Agreement between OPS and the Contractor, all of the Bid Documents (completed and signed where indicated in this Section 5.1), the Information to Bidders (Section 1.0), the Contract Specifications (Sections 2.0 to 2.10, inclusive), the Project Drawings and Project Specifications (Sections 3.0 to 3.1, inclusive), the Bid Submission Instructions and Requirements (Sections 4.0 to 4.17), the General Terms and Conditions (Sections 5.0 to 5.38, inclusive), Contractor's completed and signed Bid Form, including all attachments, the completed and executed Performance, Labor, and Material Bond, Exhibit A,

any Addenda issued by OPS, and any subsequent approved Change Orders or other modifications. The Contract Documents are incorporated by reference into the Contract between OPS and Contractor and are a part of that Agreement. In the event of any conflict between the Contractor's completed Bid Form and the other Contract Document, the other Contract Documents shall control. The term "Contractor" as used herein, means the successful bidder that contracts with the District to furnish the Work being bid.

All Work to be performed by Contractor shall be performed in a good and workmanlike manner and in conformance with the requirements of the Contract Documents.

The Contract Specifications in Sections 2.0 and the Project Drawings and Specifications (Exhibit A) prepared by the District and referred to in Section 3.0 are all incorporated into the Contract Documents provide the minimum requirements for materials, workmanship, construction, and finish. In general, all equipment to be furnished must be of good quality, new, unused, in good condition and undamaged and shall be constructed and installed as specified and of types of equipment and material as specified. Materials of equal or better quality by another manufacturer may be acceptable but only if submitted to the District in advance as a permitted alternate and approved by the District.

5.2 CONTRACTOR'S RESPONSIBILITY

Prior to commencing work, Contractor shall furnish to the District the bond and insurance certificates required by the Contract Documents. It shall be the responsibility of the Contractor to review and understand the Project Drawings and Project Specifications, to check the Project Drawings and Project Specifications carefully to ensure accurate fit of its particular items of equipment, and to field verify all on-job dimensions.

Contractor and District personnel will also meet for a pre-construction meeting and survey. The survey shall document the existing condition of interior finishes and existing spaces, sidewalks, driveways, doorways, windows, etc. adjacent to areas of work. It shall also identify acceptable dumpster locations, construction parking, and Contractor-furnished watering stations and locations for temporary sanitary facilities for use by construction personnel.

Projects involving asbestos containing materials require Contractor to meet with the District's Environmental Division at (531-299-0180) prior to starting work to ensure compliance with State of Nebraska Asbestos Control Program Regulations.

Contractor shall have all assigned workers of Contractor and any subcontractors be approved through OneSource and provide documentation of such to the District. All assigned Contractor and subcontractor employees shall wear proper identification badges as provided by OneSource.

Contractor shall protect all existing construction. Repair of any damage caused due to Work under the Contract Documents is the responsibility of the Contractor and shall be promptly completed as such damages arise. Similarly, Contractor shall repair any damage to the property of the District caused by Contractor or any subcontractor of Contractor.

Contractor and each subcontractor shall always enforce strict discipline and good order among employees and shall not employ on the Project Site any unfit person or anyone not skilled in the work assigned. Clothing shall not depict profane or vulgar images, words, or phrases unsuitable for students or staff. The District strictly prohibits the illegal use of drugs, alcohol possession or consumption, and the possession of permitted and/or non-permitted firearms within the boundaries of District property.

Contractor will provide at its expense temporary sanitary facilities for use by construction personnel. District restrooms shall not be used by construction personnel.

5.3 CHANGES IN THE WORK

No change in the Work required shall be made unless pursuant to a written change order that is approved by the District. No claim for an increase in the amount to be paid to Contractor or any extension of time to complete the Work shall be valid unless allowed by such approved change order.

5.4 LABOR PRACTICES

It shall be the Contractor's responsibility to prevent any labor disputes due to Contractor's actions at the Project Site. In this regard, Contractor shall adhere to the following minimal guidelines to avoid labor disputes.

5.4.1 Become familiar with labor practices in existence at the Project Site as established by the existing contractors, and ensure that these practices are in place and enforced at all times during the performance of the Work specified in these General Conditions.

5.4.2 Use experienced, established laborers and contractors for any work pertinent to the transportation, loading, unloading, distribution, uncrating and installation of all equipment, accessories and materials necessary for the performance of the work specified in these General Conditions.

5.5 NON-DISCRIMINATION

OPS does not discriminate on the basis of race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status in its programs, activities and employment and provides equal access to the Boy Scouts and other designated youth groups. The following individual has been designated to accept allegations regarding non-discrimination policies: Superintendent of Schools, 3215 Cuming Street, Omaha, NE 68131 (531-299-9822). The following persons have been designated to handle inquiries regarding the non-discrimination policies: Director of Equity and Diversity (equityanddiversity@ops.org), 3215 Cuming St, Omaha, NE 68131 (531-299-0307).

5.6 USE OF TOBACCO PRODUCTS

There shall be no smoking or use of any tobacco or vaping products on/or within the property limits of District property. This regulation shall be enforced by the Contractor.

5.7 WORKER VERIFICATION

The Contractor contracting with the District shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall require all subcontractors performing work under the Contract to also register and utilize such electronic verification system. The Contractor awarded the Contract and all of such Contractor's subcontractor(s) shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the Contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by the Contractor or any subcontractor to perform services in Nebraska under such Contract. The Contractor shall provide such reasonable documentation as District may request from time to time during the performance of the Contract and for 5 years thereafter documenting compliance with the provisions of this

Section. Failure to comply with the provisions of this Section shall constitute a default under the Contract with the District.

5.8 CIVIL RIGHTS

Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973,as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990,the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. Contractor agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which OPS receives federal financial assistance from the Department; and hereby gives assurance that the Institution will immediately take any measures necessary to effectuate this Agreement. Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. Contractor agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract Documents.

5.9 SUBCONTRACTING

If Contractor intends to utilize subcontractors for the performance of any services under the Contract, OPS shall have the right to review any subcontractors that the Contractor intends to use for this Contract. Any approved subcontractor shall meet all requirements of the Contract. Subcontractors selected by the Contractor will be the direct responsibility of such Contractor and not OPS. The responsibility for coordinating and managing the activities of a subcontractor lies with the Contractor and not OPS.

5.10 TERMINATION OF CONTRACT

In the event that the Contractor executes a Contract with OPS, or is issued a Purchase Order, and fails or refuses to perform such Contract or Purchase Order according to its terms, or in the event such Contractor otherwise defaults in the performance thereof, OPS may, in addition to all other rights that it may have at law or equity, terminate such Contract or Purchase Order, and may enter into a Contract with another contractor for the same Work. Any additional costs incurred by OPS in obtaining such Work from a substitute contractor, shall be paid by Contractor to OPS, in addition to any other damages that OPS may have suffered due to such default. In the event of such termination, the Contractor shall not be entitled to any further payment under the Contract. Should the cost of completing the performance of the Contract, together with such damages and expenses incurred by OPS through the default of the Contractor, at that time exceed unpaid balance of the Contract price, the Contractor shall pay the difference to OPS upon demand by OPS, and in addition may recover any other damages as OPS is entitled to recover for Contractor’s breach of Contract.

5.11 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to OPS that the sole proprietor each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to OPS that

person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

5.12 GOVERNING LAW, JURISDICTION, AND FORUM SELECTION

The laws of the State of Nebraska shall govern the interpretation and performance of the Contract or Purchase Order between OPS and Contractor and of the Contract Documents without regard to its conflicts of laws principles. The Contractor who enters into the Contract with OPS or accept a Purchase Order from OPS shall irrevocably consent and submit to the personal jurisdiction of the state and federal courts of Nebraska. Any action brought to enforce or interpret any provision of the Contract Documents shall be brought in the state or federal courts located in Douglas County, Nebraska. The Contractor hereby acknowledges and agrees that the state and federal courts located in Douglas County, Nebraska, are proper and convenient forums in which to litigate any matter pertaining to the Bid Documents and the Contract Documents.

5.13 INDEMNITY

Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless OPS and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any negligent act or omission, or intentional misconduct of Contractor or Contractor's agents, subcontractors or any of their respective employees; (ii)any default, breach, violation or non-performance of the Contract between the Contractor and OPS or (iii) any injury to persons or property or loss of life caused by Contractor or by Contractor's agents, contractors or employees, other than any such claims that are caused solely by the negligent or intentional act or omission of OPS, or its employees, agents, or contractors.

5.14 EMPLOYEE CLASSIFICATION

The Contractor agrees to abide by the provisions of Neb. Rev. Stat. 48-2901 to 48-2912, also known as the Employee Classification Act. In compliance with the Act, the Contractor shall to submit to District upon execution of the contract and upon request an affidavit attesting that (1) each individual performing services for the Contractor is properly classified under the Employee Classification Act, (2) the Contractor has completed a Federal I-9 immigration form and has such form on file for each employee performing services, (3) the Contractor has complied with Neb. Rev. Stat. § 4-114, (4) the Contractor has no reasonable basis to believe that any individual performing services for such Contractor is an undocumented worker, and (5) as of the time of this Contract, the Contractor is not barred from contracting with the state or any political subdivision pursuant to Section 48-2912. The Contractor acknowledges that a violation of the Act is grounds for rescission of this Contract by District. The Contractor further acknowledges that providing a false affidavit under Section 48-2911 to District may subject the Contractor to the penalties of perjury and upon a second or subsequent violation the Contractor shall be barred from contracting with the state or any political subdivision for a period of three years after the date of discovery of the falsehood. The Contractor shall require any and all subcontractors who perform work pursuant to the Contract to provide a similar affidavit, which shall be made available to the District upon request.

5.15 DISTRICT FURNISHED INFORMATION

Construction Drawings of facility areas that are furnished by District are approximate and subject to on-site verification by the Contractor. Drawings are for clarification only and are not to scale.

5.16 SHOP DRAWINGS

If required by the Contract Documents, the Contractor shall furnish one (1) copy of shop drawings to the District for approval before fabrication. The District will not be responsible for or accept any

equipment or material that is not constructed or manufactured in conformity with the approved shop drawings, Plans and Specifications. The District will review shop drawings as soon as reasonably practical after they are submitted.

5.17 PERFORMANCE AND PAYMENT BOND

If the amount of the Contractor's Contract exceeds $10,000, the Contractor shall furnish within ten (10) days of the award of the Contract a Contractor's Performance, Labor and Material Payment Bond for the full and faithful completion of the Work required by the Contract Documents in a sum equal to the full amount of the Contract price executed by a corporate bonding company licensed to transact such business in the State of Nebraska and acceptable to the District. To be valid, the Performance, Labor and Material Bond submitted must be signed by both the Contractor and the surety on the Bond, and if signed by an attorney-in-fact for the surety, a valid power of attorney from the surety must be attached to the Bond. The expense of such bond shall be borne by the Contractor. If at any time, in the judgement of the District, a surety on such a bond becomes unable to perform its commitments under such bond, or is otherwise unacceptable to the District, the Contractor shall furnish a substitute bond, with acceptable surety, within ten (10) calendar days after receipt of written notice to do so. There shall not be a lapse in any bond furnished by Contractor. The bond must be provided on the bond form attached to these Bid Documents.

5.18 FEDERAL TAXES

Where Federal statutes exempt OPS from the payment of excise or manufacturer's taxes on materials or equipment, bidders shall exclude the amount of any Federal excise or manufacturer's taxes from its bid. Contractor shall comply with all applicable federal tax laws.

5.19 NEBRASKA STATE AND CITY SALES AND USE TAX

The District, a tax-exempt governmental unit, will appoint the Contractor to be its Purchasing Agent for the purpose of obtaining materials to be incorporated into the Work contemplated by these Bid Documents without the payment of sales or use taxes. Materials to be incorporated into the Project shall be purchased tax exempt from Nebraska sales and use taxes in the name of the District; and the bidder shall exclude from its bid all State of Nebraska and Local Option Sales and Use Tax for materials. The bidder shall include State of Nebraska and Local Option Sales and Use Tax for materials which are used or consumed in performing the Work but which are not incorporated into the completed Project.

5.20 SOILS

If any soil is brought onto District property, it must be tested for environmental contaminates. Borrow soils used for purposes other than for structural fill, such as finish grade, top soil or surcharge, are required to be tested in the same manner for environmental contaminates. Contractor will inform District of the location of borrow soil no less than two weeks prior to its use on District property. Testing will include the collection of not less than three samples per borrow site. The District and/or their designated representative will perform soil sample collection.

Lead content of soil will be determined by analysis using either flame or furnace atomic absorption spectroscopy. Laboratories performing analysis for lead in soil will be certified by the National Lead Laboratories Accreditation Program (NLLAP) by mandatory participation in the Environmental Lead Proficiency Analytical Testing (ELPAT) program. Lead content will be reported as parts per million (ppm). Should any of the soil samples report a lead concentration greater than 200 ppm, the soil will not be allowed for use on District properties.

5.21 ASBESTOS, PCBs, OR HAZARDOUS WASTE

All known and accessible asbestos-containing material, polychlorinated biphenyls (PCBs) and hazardous waste has been or will be removed from the Project Site by the District's Environmental Division. In the event Contractor encounters suspect asbestos-containing, PCB contaminated or other hazardous materials at the Project Site, Contractor shall stop work immediately in the suspected contaminated area and contact the District's Environmental Division at 531-299-0180.

No asbestos containing products shall be used or installed in any District facility.

5.22 WORKER'S COMPENSATION INSURANCE

Each Contractor shall maintain at its own expense until completion of this Project and acceptance thereof by the District, Workers' Compensation Insurance coverage, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Nebraska. In case any Work is subcontracted, the Contractor shall require subcontractors similarly to provide such insurance covering the subcontractor's obligations to its employees. Each Contractor shall furnish the District with a certificate on or before the date the Agreement is signed, that such Contractor is covered by Worker's Compensation insurance for protection of their employees as required by law.

5.23 INSURANCE

The Contractor shall maintain such insurance as will protect themselves, any subcontractor, and the District, from claims arising from property damage liability, and from claims for damages because of bodily injury, including death, which may arise from and during the operations under and during the life of this Contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written in accordance with the limits of liability specified in the Contract Documents as outlined as follows and shall be written on an occurrence basis only. This insurance shall be written in accordance with the limits of liability specified in the following paragraphs. District shall be an additional insured on all insurance policies provided by Contractor. Contractor must at all times maintain the following insurance coverages:

Employer's Liability
$500,000 per accident
$500,000 disease, policy limit
$500,000 disease, each employee

Commercial General Liability
Bodily injury and property damage liability
$1,000,000 per occurrence
$2,000,000 general aggregate
$2,000,000 completed operations aggregate
$1,000,000 personal and advertising injury

General Liability Coverage must include the following:

(1) General Aggregate to apply on a per project basis.
(2) District shall be named as Additional Insured on a primary and non-contributory basis including completed operations.
(3) Contractor agrees to waive its rights of recovery against District. Waiver of Subrogation in favor of (District) shall be added to the policy.
(4) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting provisions or endorsements.
(5) Products and completed operations shall be maintained for duration of Work and shall be further maintained for a minimum period of two (2) years after final acceptance and payment.

Automobile liability coverage insuring both bodily injury and property damage with limits of liability per occurrence of at least $1,000,000 combined single limit. This insurance shall cover owned, non-owned and hired vehicles. Automobile liability insurance must also include insurance covering liability for transportation of asbestos containing materials.

Umbrella/Excess policy with limits of at least $2,000,000. Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability. Waiver of Subrogation in favor of the District shall be added to the policy. Policy limits shall apply on a per project basis.

All insurance required must be written by a company or companies licensed to transact such business either on an admitted or non-admitted basis in the State of Nebraska which are acceptable to the District. District shall be named as an additional insured on all such policies on a primary and non-contributory basis. All required policies of insurance and the certificates must provide for at least thirty (30) days written notice to District of any change in or cancellation of or termination of the coverage or coverages. All liability insurance to be furnished by Contractor shall provide "occurrence" coverage for any liability arising out of the Contract. Contractor shall maintain such liability insurance, including products and completed operations coverage, for a period of two (2) years after final acceptance of the Work and shall provide District with certificates evidencing such coverage.

All projects where price quotes were solicited by bid or proposal must submit an individual insurance certificate noting all required coverages in place for that particular project prior to commencing any work on the project. Contractors or vendors who respond to small projects that are initiated by verbal request such as emergencies may submit an insurance certificate for general coverage in the amounts listed in this Section in force for a period of one-year.

5.24 BUILDERS' RISK/INSTALLATION FLOATER INSURANCE

Contractor will purchase and maintain Builder's Risk/Installation Floater Insurance equal to the amount of the Contract covering the entire Work at the Project Site including all materials and equipment destined to become a part of the Work only if the Contractor is involved with construction activities related to the structural integrity of the building or any mechanical system of the building. The District and subcontractors will be an additional insured under this policy. The Contractor will be responsible for the deductible portion of any covered loss due to loss caused by or contributed by the negligent act of the Contractor or subcontractor. This deductible shall not exceed $10,000. There will be a waiver of subrogation in favor of the District on all Builders' Risk/Installation Floater coverage. The District shall be named as an additional named insured on any Builders' Risk/ Installation Floater policy, and will be named as an additional insured and loss payee on any installation floater policy.

Minimum limits of at least:
($TBD) Jobsite
($TDB) Off-site at a Temporary Location
($TBD) In Transit
Riggers Limit: ($TBD)

Contractor agrees to waive all rights of recovery against District and its agents, officers, directors and employees for any loss insured under such policy. Contractor's insurer shall endorse the policy to waive subrogation against the District and its agents, officers, directors and employees.

5.25 RIGGERS COVERAGE (if applicable)

If the Contractor will be using a crane or other equipment to rig or lift equipment or materials as part of this Project, the Contractor will maintain Riggers Coverage equal to the most expensive item rigged and lifted as part of the installation.

5.26 PAYMENT

Applications for payment may be submitted up to twice monthly. All such applications must be approved by the District's Board of Education at a regular meeting, usually held on the first and third Monday of the month. Contractor should allow at least fourteen (14) business days prior to a Board meeting when submitting payment applications. Contractor shall submit applications for progress payments via email to the Project Manager (PM) and the Schoolhouse Planning Accounts Payable inbox at (planning.ap@ops.org). Invoices must be approved and processed 10 workdays prior to the next Board date where approval is requested for payment. Payments are generally issued the Tuesday following the Board meetings on the first and third Mondays of a month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstance.

Such application for payment shall be accompanied by such other documents as are required by the Contract Documents or that may be reasonably required by the District. Such application for payment shall be reasonably detailed and shall include the value of any Work performed and materials incorporated into the Work, based on the Contractor's approved schedule of values, less any applicable retainage and less the aggregate of all previous payments. Retainage in the amount of 10% of the amount of each application for payment shall be retained from each payment until the Work is 50% completed at which time retainage shall be reduced to 5% of each subsequent application for payment. District may reinstate 10% retainage at any time as permitted by law. Based on the observations of the OPS Project Manager and an evaluation of the Contractor's applications for payment as submitted to the project manager, the OPS project manager will determine the amounts owing to the Contractor and will forward the Contractor's Certificates for Payment to District for review and action in such amounts and with such recommendations as project manager deems appropriate. Final approval of any application for payment shall be made by the District. At Substantial Completion of the Work, retainage will be paid to Contractor, less 125% of the amount estimated by District to complete any incomplete Work and the amount of unsettled claims against Contractor. Final payment of all remaining unpaid amounts will be paid as provided in Section 5.27 (Final Payment and Closeout) hereof.

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to OPS for a period of at least four (4) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the OPS Board of Education or any authorized representative of OPS, and where Federal funds are involved, the Comptroller General of the United States, or any other authorized representative of Federal or State government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records or other records of the Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, OPS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

5.27 FINAL PAYMENT AND PROJECT CLOSEOUT

Final payment shall not become due until the Contractor has provided the following documents to the District:

5.27.1 A satisfactorily completed punch list of deficiencies required to satisfy warranty requirements or to correct items that have been judged incomplete by District personnel.

5.27.2 A complete unconditional waiver and release of all lien and bond claims and rights arising out of this Contract, including Contractor and all subcontractors and all principal material suppliers or receipts showing payment in full in lieu thereof.

5.27.3 An affidavit of Contractor stating that the releases of liens payment receipts provided to the District by Contractor for labor and/or material supplied to the Project include all subcontractors and principal suppliers.

5.27.4 Contractor may, if any subcontractor refuses to furnish a lien waiver, furnish a bond satisfactory to the District, to protect District from any bond claims or liens from such subcontractor.

5.27.5 Original Consent of Surety to Final Payment.

5.27.6 Material Safety Data Sheets (MSDS) for all materials used in the completion of Work.

5.27.7 Original Contractor's one (1) year Labor & Workmanship Warranty.

5.27.8 Original Manufacturer's Material & Equipment Warranty with Contractor's assignment to the District.

If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the District all monies the latter may be compelled to pay in discharging such a lien, including all costs, interest and reasonable attorney's fee.

5.28 COMPLIANCE WITH LAW

The Contractor, in performance of the Work called for in the Contract Documents, will comply with all applicable governmental laws, ordinances, regulations, and codes. Contractor shall have the necessary rights, licenses and approvals required to provide the specified Products and services.

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5.29 DEFECTIVE WORK AND WARRANTIES

The District, or its designated representative, prior to final completion and acceptance of the Work, shall have the right to reject any work, materials, or equipment that are defective, which Contractor shall promptly correct. For a period of one (1) year from the date of Substantial Completion of the Contractor's Work, the Contractor will, upon demand by the District, promptly make all repairs and replacements to the Work at Contractor's cost due to any defects in the equipment, material or workmanship furnished and performed under the Contract Documents. This warranty is in addition to all other warranties provided in the Plans and Specifications. In addition to the Labor and Material Warranty, all manufacturers' warranties provided by the equipment or material manufacturers must be assigned to the District.

5.30 PERMITS

The successful Contractor shall be responsible for securing the necessary permits required to perform the Work. Fees are not assessed against the District for permits issued by the Permits and Inspections Division, City of Omaha; however, fees for electrical work are assessed by the State of Nebraska and shall be paid by Contractor.

5.31 THE DISTRICT'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract Documents, the District, after seven (7) calendar days' written notice to the Contractor may, without prejudice to any other remedy it may have and without terminating the Contract, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

5.32 PERFORMANCE OF WORK AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the District, that the date of beginning, rate of progress, and the time for completion of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Specifications.

The Contractor agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the District that the time for the completion of the Project described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial prevailing in this locality.

IF THE CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE PROJECT WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the District the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for Substantial Completion of the Work.

The liquidated damages amount is fixed and agreed upon by and between the Contractor and the District because of the impracticability and difficulty of fixing and ascertaining the actual damages the District would in such event sustain, and said amount is agreed to be the amount of damages which the District would sustain and said amounts shall be retained from time to time by the District from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the Plans and Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.

Contractor shall not be charged with liquidated damages for those days of delay that are solely due to the occurrence of any of the following that actually delay the performance of the Work:

(1) any material shortage caused by preference, priority or allocation order duly issued by the Government, or

(2) any unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes which preclude the Contractor from working on the Project Site or from obtaining materials necessary to the progress of the Work and material shortages due to freight or trade embargoes.

Provided that each case, the Contractor must, within seven (7) calendar days from the beginning of such delay from such cause, request an extension of time by Change Order, which must be approved by the District. The liquidated damages provision regarding delays does not in any way impact the District's right to recover its actual damages for defective performance of the contracted-for scope of Work.

5.33 DISTRICT'S RIGHT TO TERMINATE CONTRACT

The Contractor shall be in default and the Contract with Contractor may be terminated by the District should any one or more of the following conditions occur:

5.33.1 The Contractor should be adjudged as bankrupt.

5.33.2 The Contractor makes a general assignment for the benefit of creditors.

5.33.3 A receiver is appointed to take over the Contractor's affairs.

5.33.4 The Contractor fails to prosecute the Work with due diligence and carry the Work forward in accordance with the Project schedule and time limits set forth in the Contract.

5.33.5 The Contractor fails to promptly pay any subcontractor or suppliers without justification.

5.33.6 The Contractor fails to perform one or more of the provisions of the Contract.

In such cases, the District may serve written notice on the Contractor and the Surety on Contractor's performance bond stating its intention to exercise one or more of the remedies set forth in Section 5.34 and the grounds upon which the District bases its right to exercise such remedy.

5.34 DISTRICT REMEDIES FOR DEFAULT

In the event the District serves written notice referred to in Section 5.33 on Contractor, District may, without prejudice to any other right or remedy, exercise one or more of the following remedies at once.

5.34.1 The District may terminate the employment of the Contractor, effective immediately. Should the Contractor's Surety fail to commerce completion of the Contract within the ten (10) calendar days after notice of termination, the District may:

5.34.1.1 Take over the Work, taking possession of and use all materials, tools, equipment and appliances on the premises, and

5.34.1.2 prosecute the Work to completion by such means as it shall deem best.

In the event of such termination of employment, the Contractor shall not be entitled to any further payment under the Contract until the Work is completed and accepted. If the unpaid balance of the Contract price, including compensation for any damages or expenses incurred by the District through the default of the Contractor at that time, exceeds the cost of completing the Work, then such excess shall be paid to the Contractor upon completion and acceptance by District and satisfaction of any claims of District against Contractor. Should such damages or expenses incurred by the District through the default of the Contractor at that time exceed unpaid balances of the Contract price, the Contractor and his Surety shall pay the difference to the District.

5.34.2 The District may take control of the Work and either:

5.34.2.1 Correct the deficiencies of the Contractor itself, or

5.34.2.2 Direct the activities of the Contractor and in doing so, employing such additional help as the District deems advisable.

In such event, the District shall be entitled to collect the cost thereof from the Contractor and its Surety, or deduct from any payment then or thereafter due the Contractor the cost incurred by the District to have such deficiencies corrected or expenses incurred through the default of the Contractor.

5.34.3 The District may require the Surety on the Contractor's bond to take control of the Work at once and see to it that all the deficiencies of the Contractor are corrected, with due diligence. As between the District and Contractor, the cost of correcting such deficiencies shall all be borne by the Surety.

5.34.4 If the Surety takes over the Project, either upon termination of employment of the Contractor or upon instructions from the District to do so, the provisions of the Contract Documents shall govern in respect to Work done by the Surety, the Surety being substituted for the Contractor as to such provisions including provisions as to payment for the Work and the provisions as to the right of the District to do the Work itself, or take control of the Work.

5.35 TERMINATION FOR CONVENIENCE

At any time during the term of the Contract, the District may terminate the Contract for its convenience and without cause by written notice to Contractor given at any time during the term if the Contract, which notice shall specify the effective date of termination. In the event that the District elects to terminate this Contract without cause, the District will remain obligated to take possession of and pay the Contract price for all Work that has been completed and accepted by the District at the time the notice of such termination is given. The parties shall be released of further obligation under the Contract except for those obligations that are to survive termination and the obligations of the parties.

5.36 ASSIGNMENT

Contractor awarded the Contract or issued the purchase order shall not assign the same in whole or in part to any other person or entity without the prior written consent of OPS, which shall not be unreasonably withheld. No interest of Contractor in the Contract shall be transferred by operation of law.

5.37 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during a bid procedure will include the Bid Documents, a bidder's bid and any other document submitted by a bidder to OPS, bidder questions and OPS responses, any contract between OPS and the successful bidder, any purchase order issued to the successful bidder by OPS, or any other public record in the possession of OPS regarding this bidding and contracting process, whether created before or after the Bid Documents were issued by OPS and whether created by OPS, the bidders or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. §712.05. It shall be the sole responsibility of a bidder (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the bidder to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, bidder agrees to defend OPS in any legal challenge to such requested

redactions at the bidder's own expense. The failure of a bidder to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a bidder to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the bidder's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

BID FORM

BID NO: 27-009

OPS Skinner Elementary School – Flooring Replacement

Proposal of _____, a [ ] corporation organized and existing under the laws of the State of _____; a [ ] limited liability company organized and existing under the laws of the State of _____; a [ ] partnership, organized and existing under the laws of the State of _____; or an [ ] individual (check the appropriate box).

TO: Omaha Public Schools
Purchasing Division
3215 Cuming St.
Omaha, NE 68131

The undersigned, having familiarized themselves with the work at the place where the Work is to be done and with the Plans and Specifications and other Contract Documents hereby proposes and agrees to perform everything required to be performed, and to provide and furnish all labor, materials, equipment, tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the Work required by the specifications for OPS Skinner Elementary– Flooring Replacement, all in strict accordance with the Plans, Specifications and other Contract Documents as prepared by the Douglas County School District 0001 ("District") for the consideration hereinafter set forth.

In submitting this bid the Bidder certifies to the District that the bidder is complying with, and will continue to comply with, all applicable Fair Labor Standards set forth in Chapter 73 of the Nebraska Revised Statutes.

The undersigned agrees that this bid cannot be withdrawn and can be accepted by the District for a period of ninety (90) days subsequent to the opening of bids without the consent of the Board of Education. The undersigned further acknowledges that the District reserves the right to accept or reject any or all bids and any part thereof and to waive any and all technicalities and irregularities.

The undersigned proposes to furnish all labor and materials (required to be furnished by the Contractor) and complete all Work as required by the Contract Documents for this Project for the following amount.

OPS Skinner Elementary – Flooring Replacement -- Lump Sum Base Bid:

_____Dollars ($_____)
(amount in words) (amount in numerals)

(Initial: _____)
(Date: _____)

In the event of a discrepancy between the amount shown in figures and the amount shown in writing above, the written amount shall take precedence and will be used.

Attachments:
1. Bid Bond
2. Safety Data Sheets
3. Warranty Information

SIGNATURE PAGE
BID NO.: 27-009

The undersigned certifies that the information in the foregoing bid is submitted in accordance with the requirements of the Bid Documents and is true and correct to the best of the undersigned's knowledge and belief. The undersigned further represents to the District that the undersigned is duly authorized to sign this Signature Page on behalf of the referenced company

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP:_____

EMAIL ADDRESS: _____

PHONE:_____FAX #: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

Acknowledge Receipt of Bid Addendum:

Addenda No. _____ Dated: _____
Addenda No. _____ Dated: _____
Addenda No. _____ Dated: _____

PERFORMANCE, LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS That we _____as principal and _____ as Surety are held and firmly bound to the Board of Education of the Douglas County School District 0001, a political subdivision of the State of Nebraska, in the penal sum of $ _____ to be paid to said Board of Education of the Douglas County School District 0001 for which payment to be well and truly made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Dated this_____day _____A.D., 20_____.

The condition of this obligation is that:

Whereas, by even date herewith the said principal has entered into a contract with the said Board of Education of the Douglas County School District 0001 to perform the labor and furnish the material for_____ _____a copy of which said contract is attached hereto and made a part hereof.

NOW THEREFORE, the conditions of this obligation are such that if the said principal shall duly perform and observe all the stipulations and agreements in said contract on his part to be performed and observed, then and in that event this obligation shall be void and of no effect, but otherwise shall be and remain in full force and effect. It is expressly agreed that any alterations which may be made therein by agreement between the said principal and the said Board of Education of the Douglas County School District 0001, in the terms of said contract, or the nature of the Work to be done there under, or the giving of any extensions of time for performing the said contract, or of any of the stipulations therein contained, and on the part of said principal to be performed, or any other forbearance shall not in any way release the said Surety from this liability under the above written bond. It is further expressly agreed and understood that this Bond shall stand as Surety for the payment of all laborers and mechanics for labor that shall be performed and for the payment for material and equipment rental which is actually used or rented in performing said contract.

IN TESTIMONY WHEREOF, the said parties hereto have hereunto set their hands this _____day of _____ _____, 20____and said Surety has caused these presents to be sealed with its corporate seal and duly attested by the signature of its attorney in fact, and their authority is attached hereto and made a part hereof.

_____ _____

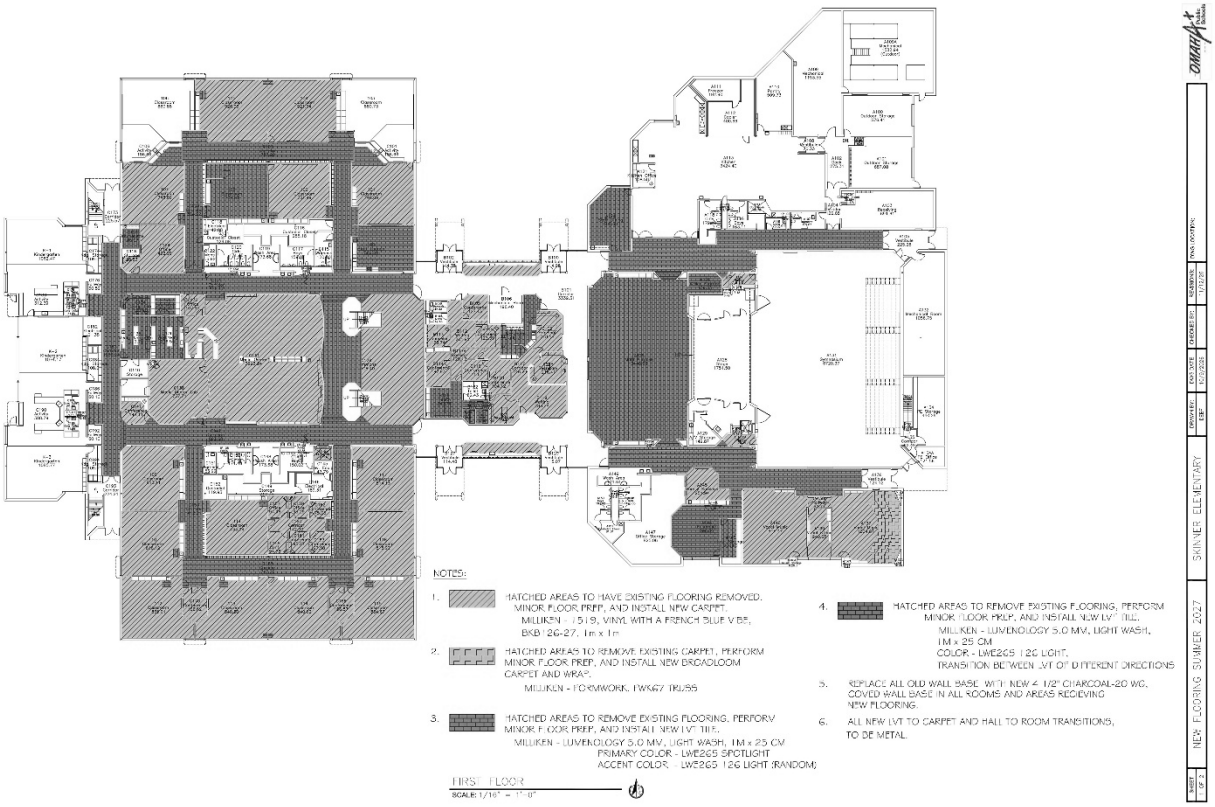
_____ _____

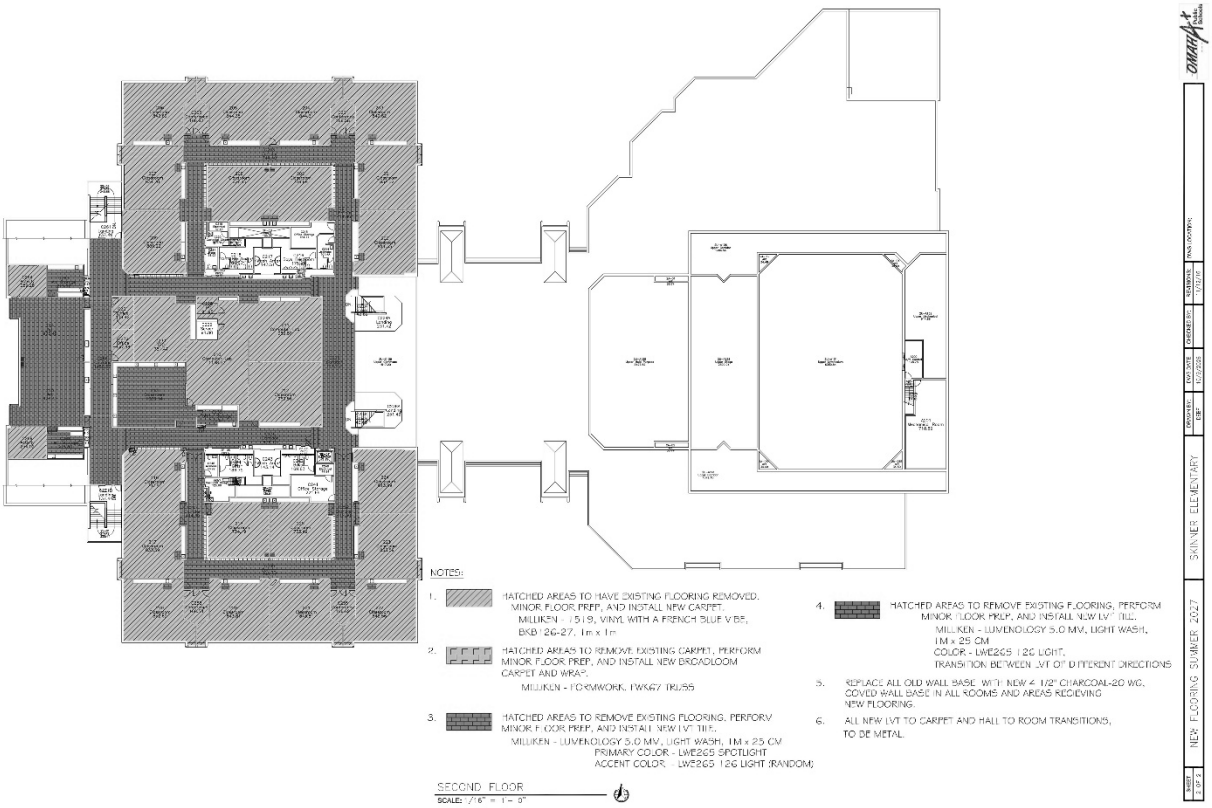
(Principal) (Surety)

In the presence of _____

EXHIBIT A

[PROJECT DRAWINGS]




NOTES:
1. HATCHED AREAS TO HAVE EXISTING FLOORING REMOVED. MINOR FLOOR PREP, AND INSTALL NEW CARPET. MILLIKEN - 1519, VINYL WITH A FRENCH BLUE VEE, BKB126-27, 1m x 1m
2. HATCHED AREAS TO REMOVE EXISTING CARPET, PERFORM MINOR FLOOR PREP, AND INSTALL NEW BROADLOOM CARPET AND WRAP. MILLIKEN - FORMWORK, FW567 TRUSS
3. HATCHED AREAS TO REMOVE EXISTING FLOORING, PERFORM MINOR FLOOR PREP, AND INSTALL NEW LVT TILE. MILLIKEN - LUVENOLOGY 5.0 MV, LIGHT WASH, 1M x 25 CM PRIMARY COLOR - LWE265 SPOTLIGHT ACCENT COLOR - LWE265 126 LIGHT (RANDOM)
4. HATCHED AREAS TO REMOVE EXISTING FLOORING, PERFORM MINOR FLOOR PREP, AND INSTALL NEW LVT TILE. MILLIKEN - LUVENOLOGY 5.0 MV, LIGHT WASH, 1M x 25 CM COLOR - LWE265 126 LIGHT. TRANSITION BETWEEN LVT OF DIFFERENT DIRECTIONS
5. REPLACE ALL OLD WALL BASE WITH NEW 4 1/2" CHARCOAL-20 WG. COVED WALL BASE IN ALL ROOMS AND AREAS RECEIVING NEW FLOORING.
6. ALL NEW LVT TO CARPET AND HALL TO ROOM TRANSITIONS, TO BE METAL.
SECOND FLOOR
SCALE: 1/16" = 1'-0"
SKINNER ELEMENTARY
NEW FLOORING SUMMER 2027