



Omaha Public Schools
Department of District Operational Services
Division of Buildings and Grounds

Bid No.: 21-007

October 7, 2020

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

MARRS BOILER REPLACEMENT

Bids are to be completed on the bid form enclosed. One completed copy of the bid form, supplemental information and attachments, are to be returned to the District with original signatures by the bidder. Any questions concerning these bid documents should be directed to:

**Al Bolas
Maintenance Supervisor
Omaha Public Schools
4041 North 72 Street
Omaha, Nebraska 68134-4470
(531) 299-0180
Al.Bolas@ops.org**

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.

BIDS ARE DUE: TUESDAY NOVEMBER 3, 2020, 2:00 PM (CT)

Bids shall be submitted electronically to an address that shall be provided to interested bidders attending the mandatory pre-bid as disclosed in this solicitation. Subject lines of submitted bids shall reference the following OPS Bid Number:

BID.: 21-007, MARRS Boiler Replacement

1.0 INFORMATION TO BIDDERS

Bids must be prepared on the attached bid form with all required information provided. Electronic bids must include images of the bid bond or cashier's check and all attachments required by the bid documents. Bidders shall provide ORIGINAL bid bonds /cashier's checks to the OPS Service Center (4041 N 72nd St) within 48 hours of the bid opening. Any incomplete bid or bid not complying with the bidding documents may be rejected by the School District. Any bid received after the deadline for submission of bids will be rejected. The time date as it appears on the electronic submission shall be the official clock for purposes determining when the deadline for bid submission has been reached.

1.1 BID BOND

A certified check or cashier's check payable to the Board of Education or satisfactory 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. Check or original Bid Bond (not a photocopy) will be retained as liquidated damages in case the bidder awarded the Contract fails to furnish the required performance bond, insurance certificate, or sign the Contract within ten (10) days after notification of award. If bid security, including the original documents, is not received with the bid, the bid will not be considered.

1.2 SCHOOL DISTRICT'S RIGHT

The School District reserves the right to accept or reject any or all bids any part thereof and to waive all technicalities and irregularities.

1.3 BID OR PROPOSAL SUBMITTAL

Each sheet of the bid proposal must be signed, initialed and dated where indicated. Bids and proposals will be submitted electronically by the time and date indicated in the BID PROPOSAL FORM. THE ELECTRONIC ADDRESS WILL BE PROVIDED TO INTERESTED PARTIES ATTENDING THE PRE-BID CONFERENCE.

1.4 OPENING OF BIDS OR PROPOSALS

Bids will be opened and read publicly at the OPS Service Center, Omaha Public Schools, 4041 North 72nd Street Omaha, Nebraska, immediately following the close of bidding.

1.5 BID TABULATIONS

Notes may be taken at the public reading of the bid or a personal inspection may be made of the bid after award has been made and documents are placed in central files. In lieu of a visit, a copy of the bid tabulation sheet may be obtained by emailing the Project Manager listed in Section 1.35.

1.6 WITHDRAWAL OF BIDS

Prior to the opening of bids, any bidders may withdraw their bids by notification to the District Operational Services Office of the District. After opening of bids, the bids shall remain open and subject to acceptance by the District for one hundred twenty (120) days and may not be withdrawn or modified prior to the expiration of such one hundred twenty (120) day period.

1.7 BID AWARD

Following Board of Education approval, the awarded bidder shall be notified by the School District via email. PRIOR to the issuance of a Purchase Order, said bidder shall provide the district an Insurance certificate, as specified in Sections 1.27, 1.28 and 1.29 and a Performance, Labor and Materials Bond using the form appended to this solicitation. The School District purchase order issued to the bidder shall incorporate by reference these Plans and Specifications and shall constitute the Contract between the School District and the successful bidder.

1.8 PRE-BID TOUR (If Applicable)

Bidders will meet at a time and place noted in this second half of this solicitation for the pre-bid tour. It is required that all bidders prequalify and attend a pre-bid conference tour.

1.9 CONTRACT

The Contract between the school District and the Contractor shall consist of the purchase order issued by the School District, the Information to Bidders, General Conditions, Specifications, Drawings and Contractor's Bid or Proposal. In the event of a conflict between the Contractor's Bid or Proposal and the remainder of the project documents constituting the Contract, then the remainder of the documents shall control.

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.

The specifications provide the minimum requirements for materials, workmanship, construction and finish. Overall dimensions and materials shall be maintained as specified. In general, all equipment to be furnished must be of good quality, new and unused, and shall be constructed as specified and of material as specified. Materials of equal or better quality by another manufacturer may be acceptable but only if submitted as a permitted alternate and approved by the School District in writing.

1.10 SCHOOL DISTRICT'S RIGHT TO TERMINATE CONTRACT

This contract may be terminated by the district should any of the following conditions occur:

1. The Contractor should be adjudged as bankrupt
2. The Contractor makes a general assignment for the benefit of creditors
3. A receiver is appointed to take over the Contractor's affairs
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. The Contractor fails to promptly pay any subcontractor or suppliers without justification
6. The Contractor fails to perform one or more of the provisions of the Contract

In such cases, the School District may serve written notice on the Contractor and the Contractor's performance bond Surety stating its intention to exercise one or more of the following remedies hereinafter set forth and the grounds upon which the School District bases its right to exercise such remedy. In such event, the School District, may without prejudice to any other right or remedy, exercise one such remedy, at once.

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

- Take over the work, taking possession of and use all materials, tools, equipment, and appliances on the premises and
- Prosecute the project 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 School District takes over the work and the unpaid balance of the Contract price, including:

- Compensation for any damages or expenses incurred by the School 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 the School District.
- Should such damages or expenses incurred by the School 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 School District.

(b) The School District may take control of the work and either

- Correct the deficiencies of the Contractor itself or
- Direct the activities of the Contractor and in doing so, employing such additional help as the School District deems advisable.

In such event, the School District shall be entitled to:

- Collect from the Contractor and his 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.

(c) The School District may require the Surety of 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 School District and Contractor, the cost of correcting such deficiencies shall all be borne by the Surety.

(d) If the Surety takes over the project, either upon termination of employment of the Contractor or upon instructions from the School 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 of Section 1.10 as to the right of the School District to do the work itself, or take control of the work.

1.11 NO ASSIGNMENT

Contractor shall not assign or transfer the Contract between School District and Contractor, nor any right arising there under, nor shall this Contract or any such right be transferred by operation of law.

1.12 DEFECTIVE WORK AND WARRANTIES

The School District, or assigned representative, shall have the right to reject any work that is defective. The Contractor is held responsible for any repairs due to defects in equipment, material, or workmanship for a period of one (1) year from the date of acceptance of the Contractor's work by the School District. All manufacturers' warranties shall be assigned to the School District.

1.13 THE SCHOOL DISTRICT'S RIGHT TO DO WORK

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

1.14 SCOPE OF WORK

The work under this specification shall include all labor, materials, equipment, and services necessary to provide a completed project as outlined in the bid/proposal documents. It is the Contractor's responsibility to protect existing construction. In addition, removal 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.

1.15 SHOP DRAWINGS Not Used

1.16 CHANGES IN THE WORK

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

1.17 CONTRACTOR'S RESPONSIBILITY

1.17.1 Prior to commencing work, Contractor shall furnish the School District a Performance Labor and Materials Bond and Insurance Certificates required by the Contract. It shall be the responsibility of the Contractor to review and understand the plans and specifications, to check the plans and specifications carefully to ensure appropriate use and accurate fit of Contractor's equipment and to field verify all on-job dimensions.

1.17.2 Contractor shall have all assigned laborers be approved through OneSource and provide documentation of such to the District. All assigned labor force and/or subcontractors shall wear proper identification badges as provided by OneSource.

1.17.3 Contractor shall protect all existing construction. Repair of any damage caused due to work under this Contract is the responsibility of the Contractor and shall be promptly repaired.

Contractor shall repair any damage to the property of the School District caused by Contractor or any subcontractor of Contractor.

1.17.4 Contractor and each subcontractor shall always enforce strict discipline and good order among employees and shall not employ on the work 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 School District strictly prohibits the illegal use of drugs, alcohol consumption, and the possession of permitted and/or non-permitted firearms within the boundaries of the School District property.

1.18 SMOKING

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

1.19 LABOR PRACTICES

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

1.19.1 Become familiar with labor practices in existence at the job 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.

1.19.2 Use experienced, established laborers and subcontractors 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.

1.20 CIVIL RIGHTS

The Contractor and subcontractors shall agree to comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) as amended and 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, to the end that, in accordance with Title VI of the Act and Regulation, 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 the School District receives Federal financial assistance from the Department: and hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this agreement. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

1.21 WORKER VERIFICATION

If the bid documents require physical performance of services in the State of Nebraska, as determined under state law, the contractor awarded the bid 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. Contractor shall contractually require all subcontractors performing work under such contract to also register and utilize such electronic verification system. The contractor awarded the contract and all such contractor's subcontractors 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 contractor nor any subcontractor to perform services in Nebraska under such contract. 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

1.22 Not Used

1.23 PERFORMANCE BOND: CONTRACTOR REQUIRED TO USE ATTACHED FORM

The Contractor shall furnish immediately upon award of the Contract a Contractor's Performance, Labor and Material payment bond for the full and faithful completion of the Contract 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 School District. The expense of such bond shall be borne by the Contractor. If at any time, in the judgment of the School District, a Surety on such a bond becomes unable to perform its commitments under such bond, or is otherwise unacceptable to the School 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.

1.24 FEDERAL TAXES.

Where Federal Statutes exempt the Board of Education from the payment of excise or manufacturer's taxes on materials or equipment, the Contractor shall exclude the amount of any applicable Federal Excise or manufacturer's taxes from his bid. The School District will furnish the Contractor, on request by the Contractor, the necessary exemption certificates to aid the Contractor in the recovery of any such Federal taxes paid by the Contractor for materials and equipment built into structures of the project or support the Contractor's failure to pay such taxes, as the case may be.

1.25 NEBRASKA STATE AND CITY SALES TAX

The School District, a tax-exempt governmental unit, will appoint the successful bidder as Purchasing Agent for the purpose of obtaining materials to be incorporated into the construction or repair project without the payment of sales tax. Material to be incorporated into the complete project shall be purchased tax exempt in the name of the School District; and the bidder shall exclude from his 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.

1.26 PAYMENT

Applications for payment may be submitted up to twice monthly. All such applications must be approved by the district Board of Education at a regular meeting, usually held the first and third Monday of the month. Allow eight (8) 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) listed in section 1.35 "ADDITIONAL INFORMATION". Such application for payment shall be accompanied by such other documents as are required by the Contract or that may be reasonably required by School District. Such application for payment shall be reasonably detailed, and shall include the value of any work performed and materials incorporated into the work less any applicable retainage and less the aggregate of all previous payments. Based on the PM's observations and an evaluation of the Contractor's applications for payment as submitted to the PM, the PM will determine the amounts owing to the Contractor and will forward the Contractor's Certificates for Payment to School District for review and action in such amounts and with such recommendations as PM deems appropriate. Final approval of any application for payment shall be made by the School District.

1.27 WORKERS' COMPENSATION

Each Contractor shall maintain at his/her own expense until completion of this project and acceptance thereof by the School 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 his employees. Each Contractor shall furnish the School 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.

1.28 INSURANCE

The Contractor shall maintain such insurance as will protect themselves, any subcontractor, and the School 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 as part of this Contract 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 as part of this contract as

outlined in the following paragraphs. School District shall be an additional insured on all policies provided there under. Contractor must at all times maintain the following insurance coverages:

- (a) Worker's compensation insurance for the protection of Contractor's employees as required by law and employer's liability insurance with a loss limit of not less than \$100,000/\$500,000/\$100,000.
- (b) Comprehensive general liability insurance provided by standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury with limits of at least:
\$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. School 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 School District. Waiver of Subrogation in favor of (School 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 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.
- (c) 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.
- (d) 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.

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 School District. School District shall be named as an additional insured on all such policies. All required policies of insurance and the certificates must provide for at least thirty (30) days written notice to School 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 School District with certificates evidencing such coverage.

All projects where price quotes were solicited by bid or proposal must submit an individual insurance certificate noting coverage for that particular 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.

1.29 BUILDER'S RISK INSURANCE/INSTALLATION FLOATER (NOT USED)

Contractor will purchase and maintain Builder's Risk 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 School District and Sub Contractors will be 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 Sub Contractor. This deductible shall not exceed \$10,000. There will be a waiver of subrogation in favor of the School District on all builders' risk coverage.

Such insurance shall be maintained with an insurance company or companies acceptable to the School District and prior to commencing any activity on any site, the Contractor must file a certificate with the School District establishing the existence of such insurance. The certificates must provide for at least 30 days written notice to the School District of any change in or cancellation of or termination of the coverage.

1.30 CLOSE OUT DOCUMENTS: PUNCH LIST, LIEN WAIVERS, CONSENT OF SURETY, LABOR AND MATERIALS WARRANTIES

Final payment shall not become due until the Contractor has provided:

- a. A satisfactorily completed punch list of deficiencies required to satisfy warranty requirements or been judged incomplete by school district personnel.
- b. A complete release of all liens arising out of this Contract, or
 - Total Receipts in lieu thereof, and if required in either case
 - An affidavit stating, as far as the Contractor has knowledge or information, all releases and receipts including labor and material for which a lien could be filed have been paid.
 - Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the School District, to indemnify said Contractor against any lien.
 - i. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the School District all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.
- c. Original Consent of Surety to Final Payment.
- d. Safety Data Sheets (SDS) for all materials used in the completion of work.
- e. Original Contractor's one (1) year Labor & Workmanship Warranty.
- f. Original Manufacturer's Material & Equipment Warranty.

1.31 COMPLIANCE WITH LAWS

The Contractor, in performance of the work called for in the Contract documents, will comply with all applicable government laws, ordinances, regulations, and codes.

1.32 PERMITS

The successful Contractor shall be responsible for securing the necessary permits required to perform the work. Fees are not assessed against the School 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.

1.33 SOIL (If Applicable)

All soil brought onto School District property must be tested for environmental contaminants. Borrow soils used for the purposes other than for structural fill, such as finish grade, topsoil or surcharge, are required to be tested in the same manner for environmental contaminants. Contractor will inform School District of the location of borrow soil no less than two weeks prior to its use on School District property. Testing will include the collection of not less than three samples per borrow site. The School 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 School District properties.

1.34 ASBESTOS, PCBs, OR HAZARDOUS WASTE

All known and accessible asbestos-containing material, polychlorinated biphenyls (PCBs) and hazardous waste will be removed from the project area by OPS Environmental Division. In the event suspect asbestos-containing, PCB contaminated, or hazardous waste materials are found in previously inaccessible areas such as behind walls, the contractor is to stop work in that specific area and contact the OPS Environmental Division at 557-2800.

1.35 ADDITIONAL INFORMATION

No oral interpretations will be made by any bidder as to the meaning of drawings and specifications or other contract documents. Every request for an interpretation shall be made in writing and addressed to:

Al Bolas
Maintenance Supervisor
Omaha Public Schools
4041 North 72 Street
Omaha, Nebraska 68134-4470
(531) 299-0180
Al.Bolas@ops.org

A written response will be then emailed to all previously identified bidders.

Omaha Public Schools does not discriminate on the basis of race, color, national origin, religion, sex, marital status, sexual orientation, disability, age, genetic information, citizenship status, 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 address inquiries regarding the non-discrimination policies: Superintendent of Schools, 3215 Cuming Street, Omaha, NE 68131 (402-557-2001).

2.0 GENERAL CONDITIONS

2.1 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the Contractor and the School 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 said 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 School 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 SAID CONTRACTOR SHALL NEGLECT, FAIL OR REFUSE TO COMPLETE THE PROJECT WITHIN THE TIME HEREIN SPECIFIED, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the School 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 completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the School District because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the School District would in such event sustain, and said amount is agreed to be the amount of damages which the School District would sustain and said amounts shall be retained from time to time by the School 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 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. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the project is due to:

- (a) Any preference, priority or allocation order duly issued by the Government.
- (b) Unforeseeable cause 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, acts of the School District, acts of another Contractor in the performance of a contract with the School District, fires, floods, epidemics, quarantine, restrictions, strikes which preclude the Contractor from working on the site or from obtaining materials necessary to the progress of the work, freight embargoes.

Provided further, that the Contractor shall, within seven (7) calendar days from the beginning of such delay request an extension of time by change order.

THE BEGINNING DATE SHALL BE NO SOONER THAN **MONDAY, DECEMBER 14, 2020** SUBSTANTIAL COMPLETION SHALL BE NO LATER THAN, **THURSDAY, JANUARY 28, 2021, FINAL COMPLETION THURSDAY, FEBRUARY 11, 2021**. FAILURE TO COMPLETE PROJECTS BY THIS DATE SHALL REQUIRE CONTRACTOR TO PAY SCHOOL DISTRICT LIQUIDATED DAMAGES IN THE AMOUNT OF \$500.00 PER CALENDAR DAY.

2.11 – 2.16.1 NOT USED

2.16.2 ASBESTOS

There may be asbestos-containing material located within this building. It is the Contractor's responsibility to review and study the information that may relate to asbestos-bearing material 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. If a suspected material is found, contact this office at 402-557-2800.

ASBESTOS DAILY AWARENESS

Contractor shall be responsible for coordinating a central sign-in location at the facility for enforcement of the School 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 hazardous material at the facility. This sign-in certificate must be submitted weekly and prior to final closeout on the project.

ASBESTOS REMOVAL, TRAINING REQUIREMENTS, NOTIFICATION (See also Appendix A)

Contractor shall follow all Local, State and Federal requirements pertaining to the safe removal of Asbestos Containing Materials, (ACM). All persons handling ACM shall have completed the Nebraska Asbestos Training (16 hours). Notification must be sent to the State of Nebraska ten (10) working days prior to the start of work. Contractor shall be responsible for contacting the waste hauling company selected by the School District and coordinating service. OPS will pay for the asbestos waste dumpster fees only. A copy of training certification for persons a copy of notification to the state prior to starting work and all invoices and waste manifest copies must be sent to Shelley Bengston, OPS Service Center, 4041 North 72nd Street, Omaha, NE 68134.

2.2 MANDATORY PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held **10:00 AM (CT) WEDNESDAY, OCTOBER 21, 2020** at the Marris Magnet Middle School, 5619 S. 19th Street, Omaha, NE. Those not attending the Conference will not be allowed to bid.

2.3 GENERAL COMMENTS

- A. CREDIBLE EXPERIENCE. Prior to recommendation of bid award, OPS may exercise our right to determine contractor's qualifications and credible experience in similar installation projects. This includes:
- MINIMUM of 3 years' total experience and a MIMIMUM of 5 installations involving projects similar in scope to this one. You may be asked to provide references including:
 - Company Name(s)
 - Contact Name
 - Phone Number
 - Email Address
 - Contractors must hold current licenses relevant to the work described in this solicitation from the City of Omaha and State of Nebraska.
 - SUBCONTRACTING. All work included in these specifications, drawings, and notes shall be completed by the Contractor submitting the accepted bid and shall NOT be Subcontracted. (See Solicitation Section 1.11)

- B. PRE-CONSTRUCTION SURVEY / ASBESTOS AWARENESS. Prior to beginning work:
- a. Contractor and OPS personnel will meet for a pre-construction meeting and survey. The survey shall document the existing condition of sidewalks, driveways, doorways, windows, etc. as well as, acceptable dumpster locations, construction parking, and contractor-furnished watering stations and port-a-potty locations
 - b. Projects involving asbestos materials require Contractor to meet with the OPS Sr Environmental Tech (402-306-0656) PRIOR to starting work to ensure compliance with State of Nebraska Asbestos Control Program Regulations.
- C. CONTRACTOR RESPONSIBILITY. The work to be done by the Contractor will include the furnishing of all labor, tools, materials, equipment and all other work necessary or incidental to complete these construction projects.
- a. All work to be done in accordance with best trade practices using qualified workmen. Qualified workmen shall mean one (1) experienced journeyman for every (2) workmen on the job site. There shall be a minimum of three (3) workmen from start of project to completion.
 - b. At all times, at least one of the crew members must be fluent in English and able to communicate in the language of the remaining crew.
 - c. Installation of sheet metal accessories shall comply with the manufacturers specification OR installation standards prescribed by Sheet Metal and Air Conditioning Contractors' National Association (SMACNA).
 - d. Construction projects shall start within forty-eight (48) hours of delivery of material to the job site and the contractor shall remain at the same location until completion.
 - e. No Asbestos Containing products shall be used.
- D. CONSTRUCTION PLANS – DISCLAIMER. OPS Construction Drawings Areas are approximate and subject to on-site verification by the Contractor. Drawings are for clarification only and are not to scale.
- E. WARRANTIES, LABOR & MATERIALS.
- a. Contractor shall furnish a one-year (1) written labor warranty on all work and a manufacturer's TBD year no dollar limit warranty.
- F. ACCEPTABLE SUBSTITUTE MANUFACTURER. If the Contractor wishes to submit products as equals, information on that product shall be received by Al Bolas, Maintenance Supervisor, Service Center, 4041 North 72nd, 68134 or received by EMAIL no less than SEVEN (7) calendar days prior to the bid opening for evaluation.
- G. COST CONTAINMENT. Contractor agrees to hold prices for 90 days from Proposal Opening Date.

2.4 PAYMENT APPLICATIONS

Payments shall be made based on approved installation of accepted and merchantable materials and/or percentages of completion.

2.5 FINAL PAYMENT APPLICATION

Prior to acceptance of final payment application, the Contractor shall complete all requirements as cited by School District in Section 1.30 which include:

- A satisfactorily completed punch list of deficiencies required to satisfy warranty requirements or been judged incomplete by school district personnel.
- A complete release of all liens OR receipts arising from this contract
- Consent of Surety Company to Final Payment

- Safety Data Sheets (SDS) for all materials used in the completion of work
- Contractor's one (1) year Labor & Workmanship warranty
- Manufacturer's Material / Equipment Warranty

2.6 DEFECTIVE WORK AND WARRANTIES

The School District shall have the right to reject any work that is defective. The Contractor is held responsible for any repairs due to defects in equipment, material or workmanship for a period of one (1) year from the date of acceptance of the Contractor's work by the School District. All manufacturers' warranties shall be assigned to the School District.

2.7 CONTINGENCY COST ALLOWANCE

Contractor's Bid shall include a CONTINGENCY COST ALLOWANCE of **\$10,000.00** to be used at the discretion of the district. All contingency costs will be tracked separately from the main contract amount. At the completion of the project, any unused contingency funds shall be returned to the district through a credit change order.

2.8 ACCEPTABLE BOILER MANUFACTURERS

Contractors shall select from one of the following manufacturers and disclose such information on the bid form:

- Aerco International
- Lochinvar
- Camus

3.0 CONSTRUCTION PLANS

All work included in these specifications, drawings, and notes shall be completed by the Contractor submitting the accepted bid and shall not be Transferred.

4.0 STATEMENT OF WORK , SYNOPSIS OF SPECIFICATIONS

**Marrs Magnet Middle School, 5619 S. 19th Street Omaha, NE 68107
Ms. Angeliqe Gunderson, Principal 531-299-8732**

STATEMENT OF WORK.

- 1. Awarded Contractor shall secure a waiver of the 36" Clearance Rule PRIOR to starting work.**
- 2. Lock out existing boiler.**
- 3. Remove all handrails or obstructions preventing removal or installation of equipment.**
- 4. Drain, disconnect, and remove existing boiler – State ID NE02377**
- 5. Contractor shall notify the Nebraska Department of Labor Boiler NE02377 has been scrapped.**
- 6. Deliver Replacement Boiler to site.**
- 7. Set Replacement Boiler on existing pad.**
- 8. Connect natural gas lines, flue piping, combustion air inlet piping, supply and return water piping, relief/drain piping.**
- 9. Install new condensate neutralizers**
- 10. Fill Boiler and check for leaks**

- 11. Install new 115VAC electrical service to Boiler**
- 12. Start up and test operate new Boiler**
- 13. Perform Flue Gas analysis**
- 14. Furnish and install piping valves for natural gas**
- 15. Furnish and install all low voltage control wiring. OPS will provide Controls**
- 16. Provide for all electrical work.**
- 17. Provide start-up and combustion analysis.**
- 18. Reinstall any and all handrails or obstructions previously required for removal or installation of equipment.**
- 19. OPS considers the awarded bidder as the General Contractor who is responsible for all necessary permits.**

CONTRACTOR NOTE: The new boiler will NOT run out of the existing AERCO BMS-Panel. Rather, it will run from the Building Control System (4-20 MA signal). OPS will provide and install attendant controls.

BID PROPOSAL

MARRS BOILER REPLACEMENT

BID NO.: 21-007

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 appropriate box).

TO: Omaha Public Schools
Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131-2024

The undersigned, having familiarized himself with local conditions affecting the cost of the work at the place where the work is to be done and with the drawings 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, 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 MARRS BOILER REPLACEMENT all in strict accordance with the specifications and other contract documents as prepared by the Douglas County School District 001 for the consideration hereinafter set forth.

In submitting this bid the Bidder certifies to the School 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 further agrees to complete all work as required by the Specifications for this project.

(Signature) _____

(Date) _____

Each sheet of the bid proposal must be signed, initialed and dated as indicated.

No bid may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of bids without the consent of the Board of Education.

(Initial) _____

DATE _____

BID PROPOSAL (Continued)

MARRS BOILER REPLACEMENT – Base Bid

_____ Dollars _____
(amount in words)
(figures) _____

(Specify Manufacture & Model Bid) _____

FACTORY LEAD TIME, _____ **(weeks)**

The School District reserves the right to accept or reject any or all bids and any part thereof and to waive all technicalities. In the event of a discrepancy between the amount shown in figures and the amount shown in writing on the previous pages, the written amount shall take precedence and will be used. Bid Proposal, with all required attachments, shall be sealed in an opaque envelope or box and clearly marked on the exterior with:

BID NO.: 21-007
MARRS BOILER REPLACEMENT
TUESDAY NOVEMBER 3, 2020, 2:00 PM (CT)

Acknowledge receipt of Addenda No. _____, _____, _____,
Date _____, _____, _____,

and have included the provisions of these Addenda in my Bid.

(SEAL IF BY CORPORATION) FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE #: _____ **FAX #:** _____

BY: _____

Bids must be signed to be valid.

PRINT NAME: _____

TITLE: _____

(Initial) _____

DATE _____

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 _____

APPENDIX A

CONSTRUCTION CONTRACTOR

CONCERNING ASBESTOS CONTAINING CONSTRUCTION MATERIALS

1. Fill out ASBESTOS PROJECT NOTIFICATION (State of Nebraska Asbestos Control Program Regulations Form #5) and send to the Nebraska Department of Health and Human Services, ten (10) working days before the project start date. A copy to Omaha Public Schools. See 2.16.2 for address.
2. Ensure that all persons handling asbestos containing material shall have completed the Nebraska Asbestos training (16 hours), and a copy of the training certificate for each workman shall be sent to the Omaha Public Schools prior to starting work. See 2.16.2. for address.
3. Contractor is responsible for keeping all asbestos material in a non-friable state. If any amount of non-friable asbestos material becomes friable, discontinue removal activity immediately.
4. Omaha Public Schools will provide independent personnel to monitor work practices and halt activities if material becomes friable.
5. Contractor shall be responsible for contracting the waste hauling company selected by the School District and coordinate services.
6. All asbestos waste invoices and asbestos waste manifest copies are to be sent or forwarded to Omaha Public Schools. See 2.16.2 for address.

Nebraska Department of Health and Human Services Information:

Web Site: http://dhhs.ne.gov/publichealth/Pages/enh_asbestos_index.aspx

Doug Gillespie

Asbestos Control Program Manager

301 Centennial Mall South

Lincoln, NE 68509-5007

402 471-0548

Doug.gillespie@nebraska.gov

Karla Scarce

Technical Service Representative

Midwest Technical Service Center

262-532-8005

kscarce@wm.com

Waste Management

W132 N10487 Grant Dr

Germantown, WI 53022

Tel 262-532-8005 or 800-963-4776

Fax 866-800-2591

Learn more at www.WMSolutions.com