



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

**Bid No. 24-043**

**February 26, 2024**

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

**OPS READING RECOVERY ROOMS - PROJECT 2**

This work involves furnishing all labor, materials, supplies and equipment to prepare, plan and complete reading recovery room installations at the three (3) schools listed in Appendix A, in accordance with the plans and specifications prepared by TACK Architects, 2922 N. 61<sup>st</sup> Street, Studio 1, Omaha, Nebraska (“Architect”). Bids are to be completed on the bid form contained in the Bid Documents. One completed copy of the bid, including all required information, attachments and exhibits, including a bid bond as required in Section 1.2, with original signatures by the bidder, are to be submitted to the District in accordance with the Bid Documents.

**BIDS ARE DUE: TUESDAY, MARCH 26, 2024, BY 2:00 PM (CT)**

All bids must be submitted to the address shown below in a sealed opaque envelope or container clearly marked on the outside with the information listed below.

**BID NO. 24-043  
OPS READING RECOVERY ROOMS - PROJECT 2**

Deliver or mail bids to:

**Omaha Public Schools  
TAC Building  
District Operational Services  
3215 Cuming Street  
Omaha, Nebraska 68131**

On or before: **Tuesday, March 26, 2024, BY 2:00 PM (CT)**

## 1.0 INFORMATION TO BIDDERS

### 1.1 GENERAL

The Bid Documents include Sections 1.0 to 1.16 (Information to Bidders), Sections 2.0 to 2.33 (General Terms and Conditions), Sections 3.0 to 3.4 (Contract Specifications), the Bid Form, the Performance, Labor, and Material Bond, Exhibit A, Exhibit B, Appendix A, and the Plans and Specifications prepared by TACK Architects. The Bid Documents are incomplete if they do not contain all of those documents, other than Plans and Specifications which are available for separate inspection.

Bids must be prepared on the attached Bid Form 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. The bid must also include the bid bond and all attachments required by the Bid Documents. 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. Any bid received after the deadline for submission of bids will be rejected and returned to the bidder unopened. The District will not be responsible for late bids. The District's time stamp clock, maintained in the office of the Service Center, District Operational Services, shall be the official clock utilized to determine the close of time for bid submissions.

### 1.2 BID BOND

An original certified check or cashier's check payable to the Board of Education or a 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 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, Labor, and Material Payment Bond, insurance certificate, the Certification, if required (attached as Exhibit B) or sign the Contract within ten (10) days after notification of award. If a cashier's or certified check or an original signed Bid Bond as required by this Section, including the original documents, is not received with the bid, the bid will not be considered.

### 1.3 DISTRICT'S RIGHT

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

### 1.4 QUESTIONS

Any questions or request for interpretation of these Bid Documents should be emailed to:

[questions\\_clarifications\\_1@ops.org](mailto:questions_clarifications_1@ops.org)

Questions must be submitted by email on or before **Thursday, March 14, 2024, BY 4:00 PM (CT)**. Responses to questions submitted will be provided to all identified potential respondents,

without indicating who submitted the question. These communications requirements have been established by the District to ensure a fair and equitable process for all potential bidders. The email address listed above for questions is the only authorized location and representative of the District who can respond to questions regarding this Bid. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this Bid may result in the disqualification of the bidder as a potential contractor.

#### 1.5 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.

#### 1.6 PLANS AND SPECIFICATIONS

Bona fide bidders may inspect and obtain copies of the Plans and Specifications for the Project, prepared by TACK Architects, Omaha, Nebraska, at the locations specified in the Bid Advertisement.

#### 1.7 BID SUBMITTAL

Bids must be submitted on the Bid Proposal Form attached to these Bid Documents. All attachments and required information requested in the Bid Proposal Form must be furnished, together with the Bid Bond. Bids must be signed by an authorized signatory for bidder and initialed and dated where indicated. 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.

#### 1.8 OPENING OF BIDS OR PROPOSALS

Bids will be opened and read aloud in public at the Omaha Public Schools, TAC Building, 3215 Cuming Street, Omaha, Nebraska, immediately following the close of bidding.

#### 1.9 BID ATTACHMENTS

Bidders shall include with their bid responses summaries of the manufacturer's warranty terms and the specifications for the Contractor furnished materials and equipment that the bidder is proposing to furnish.

#### 1.10 BID TABULATIONS

Notes may be taken at the public reading of the bids 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 District Project Manager listed below:

Phil Connatser, Construction Inspector  
Omaha Public Schools  
4041 North 72 Street  
Omaha, Nebraska 68134-4470  
(402) 510-5544  
Philip.Connatser@ops.org

1.11 WITHDRAWAL OF BIDS

Prior to the bid submission deadline, any bidder may withdraw its bid by written notification, with the notation on the envelope of “Withdrawal of Bid for **Bid No. 24-043 OPS Reading Recovery Rooms – Project 2,**” that is actually received by the District, prior to the time for close of bidding, at the Omaha Public Schools, TAC Building, 3215 Cuming Street, Omaha, NE 68131. An email, facsimile, or telephone withdrawal will NOT be accepted and will be rejected. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is resubmitted prior to the deadline for submission of bids. After opening of bids, the bids shall remain open and subject to acceptance by the District for one hundred twenty (120) days following opening and may not be withdrawn or modified by bidder prior to the expiration of such one hundred twenty (120) day period.

1.12 POST-BID EVALUATIONS

Prior to recommendation to the Board of the bid award, the District will review the apparent low bidder’s qualifications and credible experience in similar projects to assure that the bidder meets the experience deemed necessary by the District to perform the Specifications that are a part of the Bid Documents. The District reserves the right to ask any bidder to provide references of companies that have contracted with Contractor for similar projects, including the following information:

Company Name(s)  
Contact Name  
Phone Number  
Email Address

1.13 BID AWARD AND CONTRACT

Following Board of Education approval of the bid award, in cases where Board approval is required pursuant to the District’s policies, the successful bidder will be notified by the District via email.

The successful bidder will be required to execute a contract with the District after the bid award (the “Contract”). The Contract will be executed within ten (10) days from the date it is presented to the successful bidder for signature. The Contract will incorporate the terms and conditions of the Contract Documents, as defined in Section 2.1 below. When the Contract with the District is approved by the Board of Education, the successful bidder shall provide the District with an Insurance certificate, as specified in Sections 2.20, 2.21 and 2.22, a Performance, Labor and Materials Payment Bond using the form appended to the Bid Documents and the signed

Certification attached as Exhibit B, if required.

1.14 REQUIREMENTS RELATED TO FEDERAL AWARDS

Bidders should be aware that, due to the requirements of funding sources for the work described in the Bid Documents, there are additional requirements for contractors that will be in effect for this Project. Please refer to the General Terms and Conditions for these provisions, including Sections 2.30; 2.31; and 2.32. Due to Federal funding, please note that the Davis Bacon Act will apply to this Project.

1.15 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 to perform the type of work required.

1.16 COLLUSIVE ACTIONS

The bidder's signature on the bid is the bidder's guarantee that the bidder's proposal and the contents thereof have been arrived at without collusion with other actual and potential eligible bidders and without any effort to preclude the District from obtaining the goods services specified in the Bid Documents at the lowest competitive price.

2.0 GENERAL CONDITIONS

2.1 GENERAL

The following General Terms and Conditions, along with the remainder of the Bid Documents, will become a part of the Contract between the successful bidder and OPS. Collectively, those documents, including the Agreement with Contractor, are defined as the "Contract Documents". The term "Contractor", as used herein, means the successful bidder that contracts with OPS to furnish the work being bid. The Contract Documents forming the "Contract" shall collectively consist of the Agreement between the District and the Contractor, the Information to bidders (Sections 1.0 to 1.16, inclusive), the General Conditions (Sections 2.0 to 2.33, inclusive), the Contract Specifications (Sections 3.0 to 3.4, inclusive), the Performance, Labor, and Material Payment Bond, Exhibit A, Exhibit B, Appendix A, the Plans and Specifications for the Project, any Addenda issued by the District, the Contractor's Bid Proposal and any subsequent modifications to any of the Contract Documents. In the event of a conflict between Contractor's Bid Proposal and the remainder of the Contract Documents constituting the Contract, then the remainder of the Contract 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 Documents. The Contract Specifications in 3.0 to 3.4 and the Plans and Specifications are incorporated into the Bid Documents and provide the minimum requirements for materials, workmanship, construction, and finish. All equipment to be furnished must be of good quality, new and unused, and shall be constructed and installed as

specified and of types of equipment and material as specified.

## 2.2 CONTRACTOR'S RESPONSIBILITY

Prior to commencing work, Contractor shall furnish to the District the Performance, Labor, and Material Bond, the insurance certificates required by the Contract Documents and the signed Certification, if required (Exhibit B). 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 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 adjacent to areas of work, etc. as well as, acceptable dumpster locations, construction parking, and Contractor-furnished watering stations and locations for temporary sanitary facilities for use by construction personnel.

Contractor shall have all assigned workers of Contractor and of 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 to any property of the District caused by the Contractor or any subcontractor or any of their respective employees or other persons for whose acts they are responsible, is the responsibility of the Contractor, and repairs must be completed promptly by Contractor.

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 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.

## 2.3 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.

## 2.4 LABOR PRACTICES

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

- 2.4.1 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.
- 2.4.2 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.

## 2.5 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.

## 2.6 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 contractually require all subcontractor(s) performing work under such 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.

## 2.7 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 section 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.

## 2.8 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 the District that the sole proprietor or 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 the District that person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

## 2.9 DISTRICT FURNISHED INFORMATION

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

## 2.10 SHOP DRAWINGS

If required by the Contract Documents, the Contractor shall furnish four (4) copies of shop drawings to the District for approval before fabrication. The District will not be responsible for or accept any 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.

## 2.11 CIVIL RIGHTS

The 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. The 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 District receives federal financial assistance from the Department; and hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract 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.

## 2.12 REQUIREMENTS RELATING TO FEDERAL AWARDS

The following requirements must be met by Contractor, and where applicable, by subcontractors, in connection with the performance of the Contract with the District as required for any contracts involving a Federal award. This Contract is being funded through a Federal award.

- 2.12.1 By submitting a bid and entering into a contract with the District, Contractor represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 2.12.2 If the amount of the Contract between the District and the Contractor is \$100,000 or more, Contractor shall file a certification (see Exhibit B to the Bid Documents). In the certification, recipients of each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to OPS.
- 2.12.3 If the Contract between the District and the Contractor is in excess of the amount of \$150,000 Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to OPS, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## 2.13 DAVIS-BACON ACT

Contractor shall comply with the [Davis-Bacon Act](#) (40 U.S.C. [3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. The current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit A and is part of the Contract Documents. Contractor accepts the wage determination and each subcontract must be conditioned upon the acceptance of the wage determination. The District

will report all suspected or reported violations to the Federal awarding agency. The contractor and its subcontractors must also comply with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District will report all suspected or reported violations to the Federal awarding agency.

#### 2.14 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

All contracts awarded by the District for this Project in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 2.15 PERFORMANCE, LABOR AND MATERIAL BOND.

If the amount of the Contractor’s Contract exceeds \$10,000, the Contractor shall furnish to District within ten (10) days of the award of the Contract a Contractor’s Performance, Labor and Material 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. 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 prepared on the bond form attached to the Bid Documents.

#### 2.16 FEDERAL TAXES

Where Federal Statutes exempt the District 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 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.

## 2.17 NEBRASKA STATE AND CITY SALES TAX

The District, a tax exempt governmental unit, will appoint the successful bidder to be its Purchasing Agent for the purpose of obtaining materials to be incorporated into the construction or repair project without the payment of sales tax. Materials to be incorporated into the complete project shall be purchased exempt from Nebraska sales and use taxes in the name of the 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.

## 2.18 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 area 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 OPS Environmental Division at 531-299-0180.

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

## 2.19 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 the first and third Mondays of the month. Contractor should allow at least 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 1.10. Such application for payment shall be accompanied by such other documents as are required by the Contract 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 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 and 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 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 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 District. At Substantial Completion of the work, retainage will be paid to Contractor, less 125% of the amount estimated by District to complete incomplete Work and the amount of unsettled claims against Contractor. Final payment of all remaining unpaid amounts will be paid as provided in Section 2.23 hereof.

## 2.20 WORKER'S COMPENSATION

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 his employees. 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.

## 2.21 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

Waiver of Subrogation in favor of the District and their respective agents, officers, directors, and employees

### Commercial General Liability

\$1,000,000 per occurrence for both bodily injury and property damage

\$2,000,000 general aggregate

Coverage shall include completion operations, broad form property damage, and personal injury and advertising liability coverage.

Commercial 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; and
- (4) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements; and
- (5) Products and completed operations coverages 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 Insurance

\$1,000,000 combined single limit for both bodily injury and property damage

This insurance shall cover all owned, non-owned and hired vehicles. Automobile liability insurance must also include insurance covering liability for transportation of asbestos containing materials.

#### Umbrella / Excess Liability

\$2,000,000 limit of liability

The umbrella / excess 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 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.

Contractor must submit to District before commencing Work an insurance certificate or certificates noting coverage for the Project, which must show the District as an additional insured as required by this Section, and provide that the District will be notified by the insurance carrier of any termination or cancellation of any such policies.

## 2.22 BUILDER'S RISK INSURANCE/INSTALLATION FLOATER

In addition to the above coverages, the Contractor/Firm will at all times during the term of the Contract maintain the following additional insurance coverages:

#### Builders' Risk/Installation Floater Insurance:

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/Installation Floater coverage.

## 2.23 PROJECT CLOSEOUT, CLOSOUT DOCUMENTS AND FINAL PAYMENT

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

the District:

- (1) A satisfactorily completed punch list of deficiencies required to satisfy warranty requirements or work that has been judged incomplete by District personnel.
- (2) A complete unconditional waiver and release of all lien and bond claims arising out of this Contract, including Contractor and all subcontractors and all principal material suppliers or receipts showing payment in full in lieu thereof.
- (3) An affidavit of Contractor stating that the releases of liens and payment receipts provided to the District by Contractor for labor and/or material supplied to the project include all subcontractors and principal suppliers.
- (4) Contractor may, if any subcontractor refuses to furnish a lien waiver or acknowledge payment in full, furnish a bond satisfactory to the District, to indemnify said Contractor against any lien.
- (5) Original Consent of Surety to Final Payment.
- (7) Original Contractor's one (1) year Labor & Workmanship Warranty.
- (8) All original Manufacturer's Material & Equipment Warranties with Contractor's assignment to the District if required by District or if furnished by the manufacturer without additional charge to the District.

If any claim or 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.

## 2.24 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.

## 2.25 DEFECTIVE WORK AND WARRANTIES

The District, or its designated representative, prior to final completion shall have the right to reject any work, materials or equipment that are defective, which Contractor shall promptly correct. In addition, 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.

## 2.26 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.

## 2.27 SOIL

All soil brought onto 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 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.

## 2.28 ASSIGNMENT

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

## 2.29 THE 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 District, after seven (7) calendar days' written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

## 2.30 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 substantial 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 substantial completion of the project described herein is a reasonable time for the substantial completion of the

same, taking into consideration the average climatic range and usual industrial prevailing in this locality.

If the Contract Documents provide for the assessment of liquidated damages for delay and the Contractor does not substantially 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 substantially completing 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 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,
- (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 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.

## 2.31 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:

- (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 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 2.32 and the grounds upon which the District bases its right to exercise such remedy.

## 2.32 DISTRICT REMEDIES FOR DEFAULT

In event the District serves written notice referred to in Section 2.31 on Contractor, District may, without prejudice to any other right or remedy, exercise one or more of the following remedies at once.

- (1) The District may terminate the employment of the Contractor, effective immediately. Should the Contractor's Surety fail to commence completion of the Contract within the ten (10) calendar days after notice of termination, the District may:
  - (a) Take over the work, taking possession of and use all materials, tools, equipment, and appliances on the premises and
  - (b) 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 the District. 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.

- (2) The District may take control of the work and either:
  - (a) Correct the deficiencies of the Contractor itself or
  - (b) 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.

- (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.
- (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 as to the right of the District to do the work itself, or take control of the work.

### 2.33 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 have 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.

## 3.0 CONTRACT SPECIFICATIONS

### 3.1 SPECIFICATIONS AND SCOPE OF WORK

This project involves the removal of existing drinking fountains and the procurement and installation of reading recovery room equipment and finishes at locations identified in Appendix A of the Contract Documents. The full scope of the Project and the work to be performed by Contractor is set forth in the Plans and Specifications prepared by the Architect which are a part of the Contract Documents, and the Contract will furnish all labor, materials, tools, equipment, and services necessary to complete the scope of work detailed therein.

It is the Contractor's responsibility to protect existing construction. In addition, daily 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.

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

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.

### 3.2 CONTRACTOR EXPERIENCE AND PROJECT STAFFING

Contractor will furnish all labor, tools, materials and equipment and all other work necessary or incidental to complete the Project. All work to be done in accordance with best trade practices using qualified workmen. Qualified workmen shall mean one (1) experienced journeyman for every two (2) workmen on the job site. There shall be a minimum of three (3) workmen 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.

### 3.3 PROJECT COMMENCEMENT AND 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 **April 1, 2024**, and not until Contractor has furnished District with an insurance certificate, a Performance, Labor and Material Bond complying with the requirements of the Contract Documents and the signed Certificate (Exhibit B).

Work in corridors and other occupied areas will be coordinated with the District during the times school is in session. Substantial Completion of the Work shall be achieved not later than 12:00 midnight on **August 15, 2024**. Final Completion shall be achieved not later than 12:00 midnight on **August 31, 2024**. 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 \$250.00 per day for each calendar day after the day set for Substantial Completion that Substantial Completion has not been achieved.

### 3.4 WARRANTIES

In addition to Contractor's one (1) year warranty set forth in the General Conditions that are a part of the Contract Documents, Contractor shall also furnish the material and equipment warranties provided by the manufacturer, and install all material and equipment in a manner that does not limit or void any of those warranties.

**BID PROPOSAL**

**OPS Reading Recovery Rooms – Project 2**

**BID NO. 24-043**

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  
Division of Building and Grounds

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 OPS Reading Recovery Rooms - Project 2, all in strict accordance with the specifications and other Contract Documents as prepared by the Douglas County School District 001 ("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 one hundred twenty (120) days subsequent to the opening of bids without the consent of the Board of Education. The undersigned further acknowledges that District reserves the right to accept or reject any or all bids and any part thereof and to waive all technicalities and irregularities.

The undersigned proposes to furnish all labor and materials and complete all work as required by the Contract Documents for this project for the following amount:

**BID NO. 24-043**

**OPS Reading Recovery Rooms – Project 2**

**BASE BID:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(amount in words) (amount in figures)

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

The 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 in this bid proposal, the written amount shall take precedence and will be used. The first page of the

bid proposal must be initialed and dated as indicated by the individual signing the bid. The signature block on this page must be completed and signed by an authorized representative of the Bidder.

Attachments:

1. Warranty information for Contractor supplied equipment.
2. Required product information for Contractor supplied equipment.
3. Completed and signed Exhibit B.

Acknowledge receipt of:

Addenda No. \_\_\_\_\_, Dated: \_\_\_\_\_

Addenda No. \_\_\_\_\_, Dated: \_\_\_\_\_

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

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

By: \_\_\_\_\_

***Bids must be signed to be valid.:***

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

The Bid Proposal, with all required attachments, shall be submitted in an opaque envelope or container and clearly marked on the exterior with:

**BID NO. 24-043**  
**OPS Reading Recovery Rooms – Project 2**

and delivered to:

Omaha Public Schools  
TAC Building  
3215 Cuming Street  
Omaha, Nebraska 68131

## 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 B

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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(signature)

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(print name)

---

(title)

---

(date)

State: Nebraska

Construction Type: Building

BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Douglas County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered  into on or after January 30,  2022, or the contract is  renewed or extended (e.g., an  option is exercised) on or  after January 30, 2022:           	. Executive Order 14026  generally applies to the  contract.  . The contractor must pay  all covered workers at  least \$17.20 per hour (or  the applicable wage rate  listed on this wage  determination, if it is  higher) for all hours  spent performing on the  contract in 2024. 
If the contract was awarded on  or between January 1, 2015 and  January 29, 2022, and the  contract is not renewed or  extended on or after January  30, 2022:         	. Executive Order 13658  generally applies to the  contract.  . The contractor must pay all  covered workers at least  \$12.90 per hour (or the  applicable wage rate listed  on this wage determination,  if it is higher) for all  hours spent performing on  that contract in 2024. 



| \_\_\_\_\_ | \_\_\_\_\_ |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

BRNE0001-001 05/30/2022

	Rates	Fringes
BRICKLAYER.....	\$ 31.70	17.74

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CARP0427-001 07/01/2023

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation).....	\$ 30.50	16.58

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CARP0427-004 07/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging, Finishing/Taping Only).....	\$ 30.50	16.58

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ELEC0022-001 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 43.05	18.83

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ELEV0028-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.29	37.335+a+b

FOOTNOTE:

- a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
- b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0571-004 10/01/2020

	Rates	Fringes
OPERATOR: Crane.....	\$ 32.64	13.29
OPERATOR: Forklift.....	\$ 27.26	13.29

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IRON0021-002 06/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.69	20.24

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LABO1140-003 06/01/2017

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod) .....	\$ 21.69	9.40

-----  
PLUM0016-003 05/28/2023

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation) .....	\$ 41.16	16.00

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PLUM0464-006 06/04/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC System Installation).....	\$ 42.00	19.80
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* SFNE0669-001 01/01/2024		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.86	25.88
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SHEE0003-001 07/01/2023		

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct & System Installation).....	\$ 39.65	19.87
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* SUNE2011-031 10/27/2011		

	Rates	Fringes
CAULKER.....	\$ 17.13 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 18.44	4.08
ELECTRICIAN (Low Voltage Wiring).....	\$ 21.54	5.99
FORM WORKER.....	\$ 19.07	3.84
GLAZIER.....	\$ 17.67	1.71
LABORER: Common or General.....	\$ 15.47 **	5.34
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.55	5.72
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.11	0.91

OPERATOR: Loader.....	\$ 20.76	4.64
PAINTER: Brush, Roller and Spray.....	\$ 14.26 **	0.00
ROOFER.....	\$ 13.57 **	0.77
TRUCK DRIVER, Includes Dump and Tandem Truck.....	\$ 14.77 **	1.41

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



## **Appendix A**

- **Castelar Elementary School**
- **Central Park Elementary School**
- **Liberty Elementary School**