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

MASONRY FOR OPS BURKE HIGH SCHOOL STADIUM IMPROVEMENTS PROJECT

As more fully set forth in the corresponding Contract Documents (as defined in Section 2.1 below), including the Plans and Specifications prepared by Holland Basham Architects, Inc., the work called for in these Bid Documents includes all of Division 8 - Masonry (the Masonry Work”) required for the Burke High School Stadium Improvements Project (the “Project”). The Masonry Work to be performed is part of an overall Project that includes the expansion and upgrading of existing restrooms, new storage, ticket sales booth, concession booth, new accessible stadium seating and handrails, demolition of existing press box, and construction of new press box with wheelchair lift at the Harry A. Burke High School Athletic Stadium, located at 12200 Burke St., Omaha, NE 68154. The District will also be soliciting bids pursuant to separate bid solicitations for performance of the following portions of the Project work under the following Specification Divisions (based on the Master Specifications format of the Construction Specifications Institute, Inc.) for the same Project:

Division 22 – Plumbing
Division 23 – Heating, Ventilation and Air Conditioning
Division 26 – Electrical
Division 27 – Communications
Division 28 – Electronic Safety and Security

The remainder of the work described in the Contract Documents for the Project will be performed by Lueder Construction Company as a construction manager at risk (the “CM”) pursuant to a separate Construction Manager Agreement between the District and the CM (the “CM Agreement”), and as amended by an Amendment to the Construction Manager Agreement dated ______, 2024 (the CM Agreement, as so amended is referred to as the “Amended CM Agreement”). The work for the Project that is to be performed by the contractors contracting directly with the District, other than the CM, is cumulatively identified in the Bid Documents as the “OPS Work”. The Work to be performed by the CM
under the Amended CM Agreement is identified in the Bid Documents as the “CM Work.” The CM Work and the OPS Work is collectively referred to in the Bid Documents as the “Work”.

Bids under this bid solicitation are to be completed on the Bid Form contained in the Bid Documents. A copy of the bid with original signatures by the bidder, including all required information, attachments and exhibits, and including an original bid bond as required in Section 1.2, are to be submitted to the District in accordance with the requirements of the Bid Documents.

**BIDS ARE DUE: Friday July 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. 24-084 Masonry for OPS Burke High School Stadium Improvements Project**

Deliver or mail bids to:
Omaha Public Schools
District Operational Services
3215 Cuming Street
Omaha, Nebraska 68131

on or before: **Friday July 26, 2024, BY 2:00 PM (CT)**

1.0 INFORMATION TO BIDDERS

1.1 GENERAL

The Bid Documents include the Bid Invitation, Sections 1.0 to 1.16 (Information to Bidders), Sections 2.0 to 2.31 (General Terms and Conditions), Sections 3.0 to 3.4 (Contract Specifications), the Bid Form, the Performance, Labor, and Materials Payment Bond, and the Plans and Specifications prepared by the District and attached to these Bid Documents as Exhibits A and B. The Bid Documents are incomplete if they do not contain all of these documents.

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 Purchasing Department, District Operational Services, shall be the official clock utilized to determine the close of time for bid submissions.

1.2 MANDATORY PRE-BID MEETING AND TOUR

A mandatory pre-bid meeting and tour will be conducted at the West Stadium building of Burke High School, 12200 Burke St., Omaha, NE 68154 starting 9:00 AM CST, Tuesday July 9, 2024.
All attendees will be required to sign-in at that time. Those not attending the mandatory pre-bid meeting and tour will not be allowed to bid and any bid submitted by a bidder not attending will be returned unopened.

1.3 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 Base Bid shall be submitted with each bid. To be valid, the Bid Bond submitted must be signed by authorized signatories for both the bidder and the surety on the Bond, and if signed by an attorney-in-fact for the surety, a valid power of attorney from the surety must be attached to the Bid Bond. The certified or cashier’s check or original Bid Bond (not a photocopy) will be retained as liquidated damages in case the bidder awarded a contract with the District fails to furnish the required Performance, Labor, and Materials Payment Bond and insurance certificate required by these Bid Documents, or sign a contract with the District 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.

1.4 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 and award the contract based on its determination of the best interests of the District.

1.5 QUESTIONS

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

Questions_clarifications_1@ops.org

Subject line of the email must include the following: “24-084 Masonry for OPS Burke Stadium Questions”

Questions must be submitted by email on or before Friday July 12, 2024, 4:30 P.M. (CT). Responses to questions submitted will be provided to all identified potential respondents, without indicating who submitted the question. These communication 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. Questions submitted in any other manner, submitted to the wrong email address or submitted after the deadline for submission of questions will not be answered. 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.

1.6 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.

1.7 PLANS AND SPECIFICATIONS

Bona fide bidders may inspect and obtain copies of the Plans and Specifications for the Project, prepared by Holland Basham Architects, Inc. at the locations specified in the Bid Advertisement and also made available for download on the District’s Purchasing Department website.

1.8 BID SUBMITTAL

Bids must be submitted on the Bid Form attached to these Bid Documents. All attachments and required information requested in the Bid 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.

1.9 OPENING OF BIDS

Bids will be opened and read aloud in public at the Omaha Public Schools, District’s Operational Services Office, 3215 Cuming Street, Omaha, Nebraska, immediately following the close of bidding. Bidders may attend the Bid opening in person.

1.10 BID ATTACHMENTS

[Intentionally omitted]

1.11 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:

Philip Connatser - Construction Manager
Omaha Public Schools
4041 North 72nd Street
Omaha, Nebraska 68134-8703
(531) 299-0180
Philip.connatser@ops.org

1.12 WITHDRAWAL OF BIDS

Prior to the bid submission deadline, any bidder may withdraw its bid by written notification, with the following notation on the exterior of the envelope containing the withdrawal: “Withdrawal of Bid No.: 24-084 for Masonry for OPS Burke High School Stadium Improvements Project,” that is
actually received by the District, prior to the time for close of bidding, at the District Operational Service Office of the District, 3215 Cuming St, Omaha, Nebraska 68131. An email, facsimile, telephone or oral 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.

1.13 POST-BID EVALUATIONS

Prior to recommendation to the Board of Education 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 Masonry Work required by the Bid Documents. The District reserves the right to ask any bidder to provide references of companies that have contracted with bidder for similar projects, including the following information:

- Company Name(s)
- Contact Name
- Phone Number
- Email Address

1.14 BID AWARD AND CONTRACT

Following the bid award or following Board of Education approval of the bid award, in cases where Board of Education 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 Board of Education must approve all contracts of $50,000 or more. The Contract shall 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 that term is 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 2.17 and 2.18, and a Performance, Labor and Materials Payment Bond using the form appended to the Bid Documents.

1.15 BIDDER REPRESENTATION

In submitting a proposal, the bidder 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 Masonry Work by the successful bidder and that the bidder has all required governmental licenses to perform the type of Masonry Work required.

1.16 COLLUSIVE ACTIONS

The bidder's signature on the bid is the bidder's guarantee that the bidder's bid 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 work, goods and services specified in the Bid Documents at the lowest competitive price.

2.0  GENERAL TERMS AND 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 executed Contract with Contractor and Contractor’s completed bid proposal, are defined as the “Contract Documents.” The term “Contractor,” as used herein, means the successful bidder that contracts with OPS to furnish the Masonry Work being bid. The Contract Documents collectively forming the “Contract” between the District and the Contractor shall consist of the Contract executed by the District and the Contractor, the Bid Invitation, the Information to bidders (Sections 1.0 to 1.16, inclusive), the General Terms and Conditions (Sections 2.0 to 2.30, inclusive), the Contract Specifications (Sections 3.0 to 3.4, inclusive), the Performance, Labor, and Materials Payment Bond, the Plans and Specifications for the Project, any Addenda issued by the District, the Contractor’s completed 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, then the remainder of the Contract Documents shall control.

All Masonry Work to be performed by Contractor shall be performed in a good and workmanlike manner, free of defects, 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 Contract Documents and provide the minimum requirements for materials, workmanship, construction, and finish. All materials and 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 Masonry Work, the Contractor shall furnish to the District the Performance, Labor, and Materials Payment Bond and the insurance certificates required by the Contract Documents. 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.

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

As between Owner and Contractor, Contractor is responsible for acts and omissions of any of its subcontractors in the performance of their respective subcontracts, and for persons and entities employed or subcontracted by them. Work of any subcontractor shall be pursuant to a written
agreement reasonably satisfactory to Owner. Contractor shall require that each Subcontractor continue to perform for Owner under its contract in the event that Owner’s contract with Contractor is terminated in whole or in part and Owner requests such Subcontractor to continue performance.

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 the Work or to any other 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 Masonry Work site any unfit person or anyone not skilled in the Masonry 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.

2.3 CHANGES IN THE MASONRY WORK

No change in the Masonry Work required by the Contract Documents 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 Masonry 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 Masonry Work specified in these General Conditions.

2.4.2 Use experienced, established laborers and contractors for any Masonry Work pertinent to the transportation, loading, unloading, distribution, uncrating and installation of all equipment, accessories and materials necessary for the performance of the Masonry 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

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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 Masonry 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 the District 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 one (1) copy of shop drawings to the District for approval before fabrication. The District will not be responsible for or accept any equipment or material that is not constructed or manufactured in conformity with the approved shop drawings, plans, and specifications. The District will review shop drawings as soon as reasonably practical after they are submitted.

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 the Contract Documents. 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 the Contract Documents 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 PERFORMANCE, LABOR AND MATERIALS PAYMENT BOND.

If the amount of the Contractor’s Contract exceeds $10,000, then prior to the District and Contractor entering into the Contract Documents, Contractor shall furnish the Performance, Labor and Materials Payment Bond, as required by the Contract Documents and by Nebraska law, including Neb. Rev. Stat. § 52-118, for the full and faithful completion of the Masonry Work, in a sum not less than the contract price specified by the Contract Documents. The Performance, Labor and Materials Payment Bond shall be executed by a corporate bonding company licensed to transact such business in the State of Nebraska and acceptable to the District. To be valid, the Performance, Labor and Material Payment Bond submitted must be signed by authorized representatives of both the Contractor and the surety on the Bond, and if signed by an attorney-in-
fact for the surety, a valid power of attorney from the surety must be attached to the Bond. The expense of the Performance, Labor and Materials Payment Bond shall be borne by the Contractor. If at any time, in the judgement of the District, a surety on the Performance, Labor and Materials Payment Bond becomes unable to perform its commitments under such bond, or is otherwise unacceptable to the District, the Contractor shall furnish a substitute Performance, Labor and Materials Payment Bond, with acceptable surety, within ten (10) calendar days after receipt of written notice to do so. There shall not be a lapse in the Performance, Labor and Materials Payment Bond furnished by Contractor. The Performance, Labor and Materials Payment Bond must be prepared on the bond form attached to the Bid Documents.

2.13 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.

2.14 NEBRASKA STATE AND CITY SALES AND USE TAXES

The District, a tax exempt political subdivision of the State of Nebraska, will appoint the Contractor to be its Purchasing Agent for the purpose of obtaining materials to be incorporated into the Masonry Work required by the Contract Documents without the payment of sales or use taxes. Materials to be incorporated into the 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 Masonry Work but which are not incorporated into the completed project.

2.15 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.

2.16 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 District’s representative, Debra Failor, at Debra.Failor@ops.org. Such application for payment shall be accompanied by such other documents as are required by the Contract Documents or that may be reasonably required by the District. Such application for
payment shall be reasonably detailed, and shall include the value of any Masonry Work performed
and materials incorporated into the Masonry 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 Masonry 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. The Contractor’s
pay applications will be reviewed by the District prior to payment to ensure that the pay
applications are accurate and that the Masonry Work set forth therein has been completed
according to the District’s satisfaction. Final approval of any application for payment shall be
made by the District. At Substantial Completion of the Masonry Work, retainage will be paid to
Contractor, less 125% of the amount estimated by the District to complete incomplete Masonry
Work and the amount of unsettled claims against Contractor. Final payment of all remaining
unpaid amounts will be paid as provided in Section 2.20 hereof.

2.17 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
Masonry 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 Contract is signed, that such Contractor is
covered by Worker’s Compensation insurance for protection of their employees as required by
law.

2.18 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 any work or services provided
under the Contract Documents and during the life of the Contract Documents, whether such work
or services are performed 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, outlined as follows, and shall be written on an
occurrence basis only. District shall be an additional insured on all insurance policies provided by
Contractor on a primary and non-contributory basis. 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;
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 Masonry 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 Masonry Work and shall provide District with certificates evidencing such coverage.

Contractor must submit to District before commencing Masonry 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.

Any subcontractor of Contractor shall waive all rights it may have against Owner for damages caused by fire or other perils that are normally covered by casualty insurance and shall require the Subcontractor to carry and maintain insurance coverage in accordance with the Contract Documents, and file certificates of coverage with Contractor.
2.19 BUILDERS’ RISK/INSTALLATION FLOATER INSURANCE

District will obtain Builder’s Risk Insurance in an amount equal to the combined total of the amount of all of the CM Work being performed by CM under its Amended CM Agreement and all of the OPS Work being performed by the Separate Contractors of the District which together will constitute the entire Work at the Project site including all materials and equipment destined to become a part of the Work. The District, the CM and the Separate Contractors of the District and their respective subcontractors will be additional named insureds under this policy. The Contractor will be responsible for the deductible portion of any covered loss to the Masonry Work due to loss caused by or contributed by the negligent act of the Contractor or one of its subcontractors. This deductible shall not exceed $10,000. Such insurance must be in effect prior to Contractor commencing any activity on any site. District will obtain the Builder’s Risk Insurance equal to the amount of the contracts covering the entire Work at the Project site including all materials and equipment destined to become a part of the Work, and the premiums for such insurance shall be allocated between the District and the CM pursuant to the provisions of the Amended CM Agreement.

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

2.20 PROJECT CLOSEOUT, CLOSEOUT 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 Masonry 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 the Masonry Work required by the Contract Documents, 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.

6. Original Contractor’s one (1) year Labor & Workmanship Warranty.
(7) 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 attorneys’ fees.

2.21 COMPLIANCE WITH LAW

The Contractor, in performance of the Masonry Work called for in the Contract Documents, will comply with all applicable governmental laws, ordinances, regulations, and codes.

2.22 DEFECTIVE WORK AND WARRANTIES

The District, or its designated representative, prior to final completion shall have the right to reject any Masonry 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 Masonry Work, the Contractor will, upon demand by the District, promptly make all repairs and replacements to the Masonry Work at Contractor’s cost due to any defects in the equipment, material or workmanship furnished and performed under the Contract Documents. In addition to the Labor and Material Warranty, all manufacturers’ warranties provided by the equipment or material manufacturers must be assigned to the District.

2.23 PERMITS

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

2.24 SOIL

All soil brought onto District property must be tested for environmental contaminate. 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 contaminate. 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.

2.25 ASSIGNMENT
Contractor shall not assign or transfer, in whole or in part, 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.

2.26 THE DISTRICT’S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the Masonry Work properly or fail to perform any provision of the Contract Documents, the District may, after seven (7) calendar days’ written notice to the Contractor and 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.

2.27 PERFORMANCE OF WORK AND LIQUIDATED DAMAGES

Contractor and the District understand and agree that the date of beginning, rate of progress, and the time for substantial completion of the Masonry Work to be done pursuant to the Contract Documents are ESSENTIAL CONDITIONS of the Contract Documents. Contractor and District further understand and agree that the Masonry Work contemplated by the Contract Documents shall be commenced on a date to be specified in the Contract Documents.

The Contractor agrees that the Masonry Work contemplated by the Contract Documents 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 Masonry Work within the time specified in the Contract Documents, then the Contractor does hereby agree, as a part of the consideration for entering into the 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 Documents for substantially completing the Masonry 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 Masonry 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 Masonry 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 Masonry 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 Masonry Work.

2.28 DISTRICT’S RIGHT TO TERMINATE CONTRACT

The Contractor shall be in default of the Contract Documents and the District may terminate the Contract with the Contractor 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 Masonry Work with due diligence and carry the Masonry Work forward in accordance with the project schedule and time limits set forth in the Contract Documents or otherwise fails to perform the Masonry Work in a good and workmanlike manner.

(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 Documents.

In such cases, the District may serve written notice on the Contractor and the Surety on Contractor’s Performance, Labor and Materials Payment Bond stating its intention to exercise one or more of the remedies set forth in Section 2.29 and the grounds upon which the District bases its right to exercise such remedy.

2.29 DISTRICT REMEDIES FOR DEFAULT

In event the District serves written notice referred to in Section 2.28 on Contractor, District may, without prejudice to any other right or remedy, exercise one or more of the following remedies at once.
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 Masonry Work, taking possession of and using all materials, tools, equipment, and appliances on the premises; and

(b) Prosecute the Masonry 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 Masonry 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 Masonry 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.

The District may take control of the Masonry 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.

The District may require the Surety on the Contractor’s bond to take control of the Masonry Work at once and ensure 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.

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 Masonry Work done by the Surety, the Surety being substituted for the Contractor as to such provisions including provisions as to payment for the Masonry Work and as to the right of the District to do the Masonry Work itself, or take control of the Masonry Work.

2.30 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. If 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 Masonry Work that has been completed and accepted by the District at the time the notice of such termination is given. The parties shall be released of further obligation under the Contract except for those obligations that are to survive termination and the obligations of the parties.

2.31 COOPERATION WITH CONSTRUCTION MANAGER AND SEPARATE CONTRACTORS

The Masonry Work for the Project will be performed by Contractor at the same time that the CM will be performing the CM Work and that other separate contractors of the District will be performing their portions of the OPS Work. As such, the Contractor will be required to cooperate with the CM and with the District’s other separate contractors in the performance of their respective portions of the Work. Contractor will comply with the reasonable requirements of the CM pertaining to such coordination and scheduling of the Work. The Contractor, the CM and the District’s other separate contractors shall review their respective construction schedules and the Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CM, the Contractor, and the other separate contractors of Owner until subsequently revised (for clarity purposes, any separate contractors of the Owner, including the Contractor under this Agreement, are referred to in the Amended CM Agreement as “Separate Contractor” or “Separate Contractors”).

3.0 CONTRACT SPECIFICATIONS

3.1 SPECIFICATIONS AND SCOPE OF WORK

The Masonry Work called for in this bid includes all Masonry Work for the Project, inclusive of all Masonry required by Division 8-Masonry of the Project Specifications and by the Project Plans that are a part of the Contract Documents for the Project. The Masonry Work to be performed for the Project by the Contractor constitutes a portion of the overall Project, which includes the expansion and upgrading of existing restrooms, new storage, ticket sales booth, concession booth, new accessible stadium seating and handrails, demolition of existing press box, and construction of new press box with wheelchair lift for the Project at the Harry A. Burke High School Athletic Stadium, located at 12200 Burke St., Omaha, NE 68154. The Project Specifications and scope of Masonry Work are more fully set forth in the Project Plans and in the Project Specifications in the Project Manual that are a part of the Contract Documents. The Contractor will furnish all labor, materials, tools, equipment, and services necessary to complete all of the Masonry Work for the Project required to be performed by Contractor as outlined in the Contract Documents.

All Masonry Work required by the Contract Documents shall be the responsibility of the Contractor to perform. Masonry Work may be subcontracted by Contractor to qualified and responsible subcontractors who are reasonably satisfactory to Contractor. All Masonry Work shall be done in accordance with best trade practices using qualified workmen. Such subcontractors must be reasonably acceptable to the District. Contractor shall be fully responsible to District for all acts and omissions of the Contractor’s subcontractors, suppliers, and other individuals or entities performing or furnishing any of the Masonry Work provided by or under the control of the Contractor, just as Contractor is responsible for Contractor's own acts and omissions. No
acceptance by District of any such subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of District to the completion of the Masonry Work in accordance with this Contract Documents. Contractor shall be solely responsible for scheduling and coordinating the Masonry Work of its subcontractors, suppliers, and all other individuals or entities performing or furnishing any of the Masonry Work, which are under the control of Contractor. Contractor shall install materials using adhesives and methods as recommended by manufacturer. All Masonry Work shall be performed in a manner that does not void any manufacturer’s warranty.

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. A location to allow for the storage of materials will be provided to the Contractor and will be identified during the Prebid Meeting.

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 Masonry 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 Masonry Work required by the Contract Documents. All Masonry Work will 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 Masonry Work shall commence upon receipt by Contractor of written notice to proceed from District. A notice to proceed will not be issued prior to August 5, 2024, and not until Contractor has furnished District with an insurance certificate, and a Performance, Labor and Materials Payment Bond complying with the requirements of the Contract Documents.

Substantial Completion of the Masonry Work shall be achieved no later than March 1, 2025. Final Completion shall be achieved not later than thirty (30) days after Substantial Completion is achieved.

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

3.4 WARRANTIES

Contractor expressly warrants for two (2) years from the date of final completion of the Masonry Work, that its Masonry Work will be free of defective workmanship and materials and has been completed in a good and workmanlike manner. If any of such Masonry Work is found to be
defective or not in accordance with the Contract Documents during such time period, the Contractor shall correct it promptly after receipt of a written notice from District to do so. All costs of performing warranty work shall be borne by the Contractor. Contractor shall also furnish or assign to District the manufacturer’s warranty for all materials and equipment installed at the project. Further, Contractor shall install all materials and equipment according to manufacturer specifications and in a manner that does not void or limit any manufacturer’s warranty. The obligation in this Section 3.4 shall survive the expiration or termination of the Contract between OPS and Contractor.
BID PROPOSAL

MASSORY FOR OPS BURKE HIGH SCHOOL STADIUM IMPROVEMENTS

BID NO.: 24-084

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
       District Operational Services
       3215 Cuming Street
       Omaha, Nebraska 68131

The undersigned, having familiarized themselves with local conditions affecting the cost of the Masonry Work at the place where the Masonry 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 Masonry Work required by the plans and specifications for Masonry for the OPS Burke High School Stadium Improvements Project all in strict accordance with the plans, 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, for a period of one hundred twenty (120) days subsequent to the opening of bids, this bid cannot be withdrawn without the consent of the District’s Board of Education and can be accepted by the District at any time during such one hundred twenty (120) day period. 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, materials, tools and equipment and perform and complete all Masonry Work as required by the Contract Documents for this Project for the following amount:

Masonry for OPS Burke High School Stadium Improvements Project:

BASE BID

_________________________________________ Dollars ($__________)

(amount in words) (amount in numerals)

(Initial: ________________)

(Date: ________________)


For the following Alternates, please state how much the foregoing Base Bid for Masonry Work will be increased or decreased by acceptance by OPS of each of the following Alternates. The increase or decrease shall only pertain to the Masonry Work included in the Base Bid in these Bid Documents that is affected by acceptance of the applicable Alternate.

**ALTERNATE No. 1:**
Base Item: No east side concessions building.
Alternate Item: East side concessions building.

(Add/Deduct)__________________________________ Dollars ($________________________)
(circle one)       (amount in words)                (amount in numerals)

**ALTERNATE No. 2:**
Base Item: Existing grade to remain unchanged at this location.
Alternate Item: West media slab, rail and retaining wall complete.

(Add/Deduct)__________________________________ Dollars ($________________________)
(circle one)       (amount in words)                (amount in numerals)

**ALTERNATE No. 3:**
Base Item: No hydration station and associated canopy structures.
Alternate Item: Hydration station and associated canopy structures.

(Add/Deduct)__________________________________ Dollars ($________________________)
(circle one)       (amount in words)                (amount in numerals)

The District reserves the right to accept or reject any or all bids and any part thereof and to waive any or all technicalities or irregularities. 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 and second pages of the bid proposal must be initialed and dated as indicated by the individual signing the bid. The signature block on the following page must be completed and signed by an authorized representative of the Bidder.

Acknowledge receipt of:
Addenda No. _______, Dated: ________________
Addenda No. _______, Dated: ________________
and have included the provisions of these Addenda in my Bid.

Initial: ______________
Date: ______________

[Signature page follows]
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.: 24-084

Masonry for OPS Burke High School Stadium Improvements Project

and delivered to:

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

not later than: Wednesday June 12, 2024, 2:00 PM (CT)
PERFORMANCE, LABOR AND MATERIALS PAYMENT 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 ________________________________________