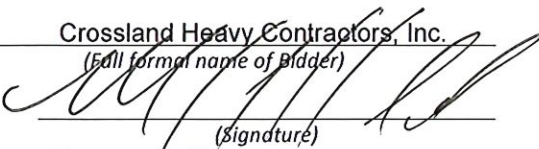
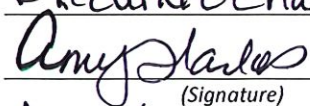
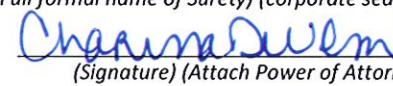
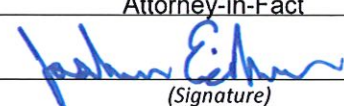


## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Crossland Heavy Contractors, Inc. Address (principal place of business):  501 S. East Ave. Columbus, KS 66725	<b>Surety</b> Name: Federal Insurance Company / Fidelity and Deposit Company of Maryland Address (principal place of business):  202B Hall's Mill Road, Whitehouse Station, NJ 08889 / 1299 Zurich Way, Schaumburg, IL 60196-1056
<b>Owner</b> Name: City of Blair Address (principal place of business): 218 South 16 <sup>th</sup> Street Blair, NE 68008	<b>Bid</b> Project (name and location): Black Elk Pump Station Modifications Project   Bid Due Date: February 4, 2026
<b>Bond</b> Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: February 4, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Crossland Heavy Contractors, Inc. (Full formal name of Bidder)  By:  (Signature) Name: <u>Mark Sell</u> (Printed or typed) Title: <u>Executive Chairman</u> Attest:  (Signature) Name: <u>Amy Harlos</u> (Printed or typed) Title: <u>Witness</u>	<b>Surety</b> Federal Insurance Company / Fidelity and Deposit Company of Maryland (Full formal name of Surety) (corporate seal)  By:  (Signature) (Attach Power of Attorney) Name: <u>Charissa D. Wilson</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest:  (Signature) Name: <u>Joshua Eichen</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Clara R. Navarro Abela, Myriah A. Anderson, Samantha Cuda, Alycia Marie Hoebener, Todd Alan Rambo, Timothy Craig Smith, and Desiree E. Westmoreland of Wichita, Kansas; Monica F. Donatelli, Joshua Eichen, Cassidy D. Thweatt, Neha Rai, Charissa D. Wilson, Morgan Wilkerson and S. Mark Wilkerson of Overland Park, Kansas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of January, 2026.

[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Signature of Stephen M. Haney]

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 20th day of January, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 50173208
COMMISSION EXPIRES OCT 15, 2026

[Signature of Notary Public]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 4, 2026



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint S. Mark WILKERSON, Morgan WILKERSON, Cassidy D. THWEATT, Monica F. DONATELLI, Debra L. WALZ, Charissa D. WILSON, Joshua EICHEM, Neha S. RAI, of Overland Park, Kansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26<sup>th</sup> day of January, A.D. 2026



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Thomas O. McClellan*

By: *Thomas O. McClellan*  
Vice President

*Daniel Lutes*

By: *Daniel Lutes*  
Secretary

State of Maryland  
County of Baltimore

On this 26<sup>th</sup> day of January, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

Genevieve M. Maison  
Notary Public  
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attomeys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of February, 2026.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



# ADVERTISEMENT FOR BIDS

CITY OF BLAIR  
BLAIR, NEBRASKA  
BLACK ELK PUMP STATION MODIFICATIONS

## General Notice

The City of Blair (Owner) is requesting Bids for the construction of the following Project:

### BLACK ELK PUMP STATION MODIFICATIONS

Bids for the construction of the Project will be received at the office of the City Clerk located at City Hall, 218 South 16<sup>th</sup> Street, Blair, Nebraska until Wednesday, February 4<sup>th</sup>, 2026 at 2:00 PM local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Installation of a third pump in the existing pump station including a variable frequency drive (VFD), installation of a standby generator and automatic transfer switch for the pump station, replacement of the two existing VFDs, replacement of the motor control center (MCC) and electrical power panels, replacement of the existing HVAC system with through wall heat pumps, and other associated modifications as shown and described in the Contract Documents.

Bids are requested for the following Contract: Black Elk Pump Station Modifications Project.

## Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is:

**A&D Technical Supply Company, Inc.**  
**4320 South 84<sup>th</sup> Street, Omaha, NE 68127**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM to 5:00 PM local time and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office's receipt of payment, paper Bidding Documents will be sent via the prospective Bidder's delivery service. Electronic download of the Bidding Documents is also available by visiting the hyperlink listed in the table below. The shipping charge amount for physical copies will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

Format	Cost
Bidding Documents (including full-size Drawings)	\$100.00
Bidding Documents (including half-size Drawings)	\$65.00
Electronic download of Bidding Documents from <a href="https://plans.adtechsupply.com/View/Default.aspx">https://plans.adtechsupply.com/View/Default.aspx</a>	\$50.00

## State Revolving Fund (SRF) Requirements

1. DAVIS-BACON ACT WAGE DETERMINATIONS
  - a. Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in the specifications for bidding purposes.
2. DEBARMENT AND SUSPENSION
  - a. The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. NONDISCRIMINATION IN EMPLOYMENT
  - a. Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.
4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
  - a. Each bidder must fully comply with the requirements, terms and conditions of the U.S. Environmental Protection Agency, Disadvantaged Business Enterprise (DBE) requirements, including the fair share objectives for disadvantaged business participation during the performance of this contract. The bidder commits itself to the fair share objective for disadvantaged business participation contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.
5. AMERICAN IRON AND STEEL PRODUCTS
  - a. On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," was enacted. Section 436 of the Act requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States, unless a waiver is provided to the recipient by EPA. Conditions for the waiver are found under the Information for Bidders. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. For more information on AIS, please visit: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>.

### Pre-bid Conference

A pre-bid conference for the Project will be held on Wednesday, January 28<sup>th</sup> at 10:00 AM local time at City Hall located at 218 S 16th St, Blair, NE 68008. Attendance at the pre-bid conference is encouraged but not required. A site visit to the pump station will occur after the pre-bid conference.

**Instructions to Bidders**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Blair

By: Brenda Wheeler

Title: City Clerk

Date: 1/14/2026

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**INSTRUCTIONS TO BIDDERS**  
FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use, nor does it grant or confer ownership or any property interest in the Bidding Documents and other documents distributed for the Project. Authorization to download documents, or other distribution, includes the right for Bidding Documents holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the Bidding Documents holder pays all costs associated with printing or reproduction. Paper or other types of printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a Bidding Documents holder and obtain complete sets of Bidding Documents, in the format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered Bidding Documents holders will receive Addenda issued by Owner or Issuing Office.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as Bidding Documents holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other such sources (such as other prospective bidders), or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to prospective Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 2024.005.20399 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and

Engineer cannot totally control the transmission and receipt of Electronic Documents nor any bidder's or the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's or Engineer's request, Bidder must submit the following information:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract. Such statement or certification, as applicable, shall be signed by the same officer of Bidder's company that signed the Bid.
  - C. Bidder's state (or other issuing entity) contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidders shall be experienced in the kind of Work to be performed, shall have the or be able to obtain construction equipment necessary for the Work, and shall possess sufficient capital to properly perform the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show and document to Owner's satisfaction that Bidder has the necessary ability, facilities, equipment, and resources to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected

if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-bid conference does not alter the Bidding Documents. Owner or Issuing Office will issue Addenda to make any changes to the Bidding Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

#### **ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **5.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents, including in Specifications Section 01 11 00—Summary of Work. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### **5.02 *Existing Site Conditions***

###### **A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions***

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any prospective Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data,

interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-Related Documents*

A. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. A Site visit is scheduled following the pre-bid conference. Access to the site shall not be provided during other times.

B. Bidders visiting the Site are required to: (1) arrange their own transportation to the Site; and (2) each Bidder visiting the Site is responsible for providing and using its own personal protective equipment appropriate for the Site and conditions, and in accordance with posted requirements, if any. Comply with Paragraph 5.05 of these Instructions to Bidders.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be indicated in the Supplementary Conditions. Where the Bidding Documents indicate an Owner's safety program, visitors to the Site during the bidding phase and at other times shall comply with Owner's safety programs.

5.06 *Other Work at the Site*

A. Reference is made to Specifications Section 01 11 00 – Summary of Work, for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other potentially confidential matters), if any.

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will complete and submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can

make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Successful Bidder (as Contractor) will make similar express representations and certifications when it signs the Agreement.

#### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. Mr. Mitch Miller; 1917 S. 67<sup>th</sup> Street, Omaha, NE 68106; Ph: 402-399-1375; E-mail: [Mitchell.Miller@hdrinc.com](mailto:Mitchell.Miller@hdrinc.com).
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all Bidding Documents holders registered with the Issuing Office. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Bidding Documents.
- 7.05 Addenda that engineer judges to have a material or significant effect on Bidders' preparation of pricing and other requirement element of the Bid will be transmitted via Addendum for Bidders' receipt not less than three days prior to the scheduled date for receipt of the Bids. Clarifications or modifications that Engineer deems will not have a material or substantial effect on the preparation of Bids may be transmitted for Bidders' receipt later, for receipt prior to the deadline for receipt of Bids.

#### **ARTICLE 8—BID SECURITY**

- 8.01 *Required Form and Amount of Bid Security*
- A. A Bid must be accompanied by bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- B. Such bid bond will be issued in the form included in the Bidding Documents.
- 8.02 *Bid Security of Successful Bidder*
- A. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has signed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Successful Bidder's bid security will be released.

- B. If the Successful Bidder fails to sign and deliver the Contract and furnish the required Contract security within the number of days, indicated in Paragraph 20.01 of these Instructions to Bidders, after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- C. Upon Successful Bidder's default:
  - 1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due Owner.
  - 2. When the bid security is a damages form of bid bond, to the extent of Owner's damages will be forfeit and due Owner.
  - 3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the Bidding Documents. Owner will so notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
- D. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

**8.03 Bid Security of Bidders other than the Successful Bidder**

- A. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.
- B. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
- C. Release of Bid Security: Owner may release any Bidder's bid security by returning such bid security to the associated Bidder. When bid security is in the form of a bid bond, Owner may dispose of or destroy the bid bond and so advise the associated Bidder in writing that the bid bond has been released.

**ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any), are to be achieved are set forth in the Agreement.
- 9.02 Provisions for liquidated and special damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials, equipment, and procedures specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items or procedures. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment or procedure, application for such

acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, and will perform the Work in accordance with procedures indicated in the Bidding Documents, as supplemented by Addenda, if any. Assumptions regarding the possibility of post-bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so in the Specifications or elsewhere in the Bidding Documents. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should not submit a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested by Owner or Engineer, must submit to Owner (with a copy to Engineer) a list of the Subcontractors and Suppliers proposed for the following portions of the Work within five days after the bid opening:
- A. Electrical.
  - B. Mechanical.
  - C. Pump supplier.
  - D. VFD supplier.
  - E. Standby generator supplier.
- 11.03 If requested by Owner or Engineer, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and awarding the Contract.
- 11.04 If apparent Successful Bidder declines to make a requested substitution, Owner may award the Contract to another Bidder, consistent with the basis for evaluating the Bids for award as set forth in these Instructions to Bidders, that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to issuance of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

#### **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be

indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8.5inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be signed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be signed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be signed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be indicated on the Bid Form.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such

certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

##### **13.01 Lump Sum**

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

#### **ARTICLE 14—SUBMITTAL OF BID**

14.01 The Bidding Documents include one separate, unbound copy of the Bid Form, and, where required, the Bid Bond Form and other supplements to the Bid Form. The unbound copy of the Bid Form and supplements (if any) is to be completed and submitted with the Bid security and the other documents required with the Bid by Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery method, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement or invitation to bid.

14.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. Owner accepts no responsibility for delays in returning Bids submitted or delivered to the incorrect location.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

15.01 An unopened Bid may be withdrawn by an appropriate document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted, prior to the date and time established in the Bidding Documents for the receipt of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 of this Article and submit a new Bid prior to the date and time for established in the Bidding Documents the receipt of Bids.

15.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a

material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the bid security will be returned.

#### **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the Advertisement or invitation to bid and, unless obviously non-responsive, will be read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 An abstract of the amounts of the base Bids and major alternates, if any, will be furnished by Owner or Engineer to plan rooms and construction information subscription services.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may reject the Bid of any Bidder that fails to demonstrate appropriate qualifications, experience, and resources for the Work, in accordance with Article 3 of these Instructions to Bidders.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 *Basis for Award of Contract*
- A. If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest-priced, responsive Bid that has not otherwise been disqualified.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or elsewhere in the Bidding Documents, or prior to the Notice of Award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications, experience, and resources of the Bidder and may consider the qualifications, experience, and resources of

Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner, with or without Engineer's assistance, may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Paragraph 2.01 and Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the signed Agreement to Owner (or Owner's representative), it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8 ("Bid Security") of these Instructions to Bidders addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Agreement, along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and required bonds and insurance documentation (as required by the Contract Documents) to Owner. Within 10 days thereafter, Owner will deliver one fully signed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 Owner is not exempt from Nebraska State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 22—REQUIREMENTS FOR SRF PROJECTS**

##### **22.01 *DAVIS-BACON ACT WAGE DETERMINATIONS***

- A. Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics wages not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates is included in these specifications for bidding purposes. In addition, wage rate requirements under Public Law 111-88 are found in the federal assurances of these specifications.

##### **22.02 *CONTRACT PROVISIONS (CONTRACT WORK HOURS AND SAFETY STANDARDS ACT; COPELAND ACT)***

- A. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued

by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor.

**22.03 NONDISCRIMINATION IN EMPLOYMENT**

- A. Discrimination on the basis of race, color, national origin, disability, age, or sex is prohibited and the intimidation or retaliation against any individual or group because they have exercised their rights to participate in or oppose actions protected/prohibited by 40 C.F.R. Parts 5 and 7 is prohibited. All employment under the project is subject to and must be in compliance with the following: i) the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., as amended; ii) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, et seq., as amended; and iii) Age Discrimination Act of 1975, 42 U.S.C. 6102, et seq., as amended.
- B. By the submission of its bid, each bidder acknowledges that they understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.49(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor.
- C. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$10,000). The bidder understands and agrees that "affirmative action" as used herein shall constitute employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

**22.04 EPA "FAIR SHARE" POLICY, MBE/WBE SUBCONTRACTING GOAL**

- A. The successful prime contractor agrees to ensure to the fullest extent possible that at least a 14 percent (6% - MBE; 8% - WBE) "Fair Share" of SRF funds for subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.
- B. The prime contractor agrees to include in their bid specifications for subcontracts, a 14 percent (6% - MBE; 8% - WBE) "Fair Share". The prime contractor agrees to report on all procurement actions regardless of the size of the sub-agreement. The prime contractor agrees to provide documentation of all efforts taken to achieve the "Fair Share". To evaluate compliance with the "Fair Share" policy, the prime contractor also agrees to comply with the six affirmative steps stated in 40 CFR 33.240; or 40 CFR 31.36(e), or 40 CFR 35.6580, whichever is applicable.

**22.05 EMPLOYMENT UNDER PUBLIC CONTRACTS, LB 403, APPROVED BY THE GOVERNOR APRIL 8, 2009**

- A. The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.
- B. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the

electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the EVerify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us);
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### 22.06 AMERICAN IRON AND STEEL PRODUCTS

- A. Public Law 114-113, Consolidated Appropriations Act, 2016 requires that none of the appropriated funds for the DWSRF or the CWSRF as found in the amendments in the Water Resources Reform and Development Act (WRRDA) to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA): Section 5004. American Iron and Steel (Section 608), may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project is produced in the United States unless a waiver is provided to the recipient by EPA. In order to receive a waiver, the Assistance Recipient must send a written request to the Administrator. A decision will be made based on the following criteria:
  1. The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested.
  2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, and
  3. Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.
- B. If the Administrator receives a request for a waiver, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
- C. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2.0 percent carbon, and may include other elements.

22.07 *RIGHT OF ENTRY*

- A. Environmental Protection Agency regulations provide for site visits by federal agencies and associated state agencies. The Nebraska Department of Water, Energy, and Environment is an associated state agency and provision for site visits and right of entry shall be granted.

22.08 *HISTORICAL AND ARCHAEOLOGICAL*

- A. If, during the course of construction, evidence of deposits of historical, prehistoric, paleontological, or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the State, c/o Nebraska Historical Society, State Preservation Officer, P.O. Box 82554, Lincoln, Nebraska 68508, Toll Free (800) 833-6747. No further disturbance of the deposits shall ensue until the contractor has been notified by the owner that he may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and make a determination to the Department of Water, Energy, and Environment and owner. Compensation to the contractor, if any, for lost time or change in construction to avoid the find, shall be determined in accordance with changed site conditions or change order provisions of the specifications.

22.09 *COMPLIANCE WITH THE MIGRATORY BIRD TREATY ACT (MBTA)*

- A. This Federal Act (16 U.S.C. 703-712: Ch. 128 as amended) makes illegal those construction activities that kill (take) migratory birds or destroys eggs, young or active nests. The construction contractor should make reasonable effort to avoid occupied bird nests with eggs or young during clearing and grubbing of trees or trenching and backfilling or other construction activities.
- B. Although the provisions of the MBTA are applicable year-round, most migratory bird nesting activity in Nebraska occurs during the period April 1 to July 15. However, some migratory birds are known to nest outside of the aforementioned primary nesting season period. Raptors can be expected to nest in woodland habitats during February 1 through July 15. Sedge wrens, which occur in some wetland habitats normally, nest from July 15 to September 10. If the construction may result in the taking of nesting migratory birds, U.S. Fish and Wildlife Service (USFWS) recommends that the construction contractor arrange to have a qualified biologist conduct a field survey of the affected habitats.
- C. The USFWS's Nebraska Field Office should be contacted immediately for further guidance if a field survey identifies the existence of one or more active bird nests, which cannot be avoided by the planned construction activities. Adherence to these guidelines will help to avoid the unnecessary take of migratory birds and the possible need for law enforcement action. The USFWS address and phone number is the following:

**United States Department of the Interior Fish and  
Wildlife Service Nebraska Field Office  
9325 South Alda Road  
Wood River, NE 68883**

**Phone: (308) 382-6468 / Fax: (308) 384-8835 / Email: [nebraskaes@fws.gov](mailto:nebraskaes@fws.gov)**

**Ground Nesting Birds in Nebraska covered by MBTA:**

**Western Meadowlark (*Sturnella neglecta*), Nebraska State Bird  
Piping plover (*Charadrius melodus*), Endangered Species  
Interior least tern (*Sterna antillarum*), Endangered Species**

**Sandhill crane (*Grus Canadensis*)**  
**Whooping crane (*Grus Americana*), Endangered Species**

**Above Ground Nesting Birds (Raptors) in Nebraska covered by MBTA:**

**Bald Eagle (*Haliaeetus leucocephalus*), Threatened Species**  
**Peregrine Falcon (*Falco peregrine*)**  
**Red-tailed Hawk (*Buteo jamaicensis*)**

FOR THE FULL COMPREHENSIVE LIST OF BIRDS COVERED BY MBTA SEE:  
<https://www.fws.gov/law/migratory-bird-treaty-act-1918>.

**22.10 COMPLIANCE WITH THE BALD AND GOLDEN EAGLE PROTECTION ACT (EAGLE ACT)**

- A. The golden eagle is found in arid, open country with grassland for foraging in western Nebraska and usually near buttes or canyons which serve as nesting sites. Bald eagles utilize mature, forested riparian areas near rivers, streams, lakes and wetlands and occur along all the major river systems in Nebraska. The bald eagle southward migration begins as early as October and wintering period extends from December-March. Additionally, many eagles nest in Nebraska from mid-February through mid-July. Disturbances within 0.5 mile of an active nest or within line-of-sight of the nest could cause adult eagles to discontinue nest building or to abandon eggs. Both bald and golden eagles frequent river systems in Nebraska during the winter where open water and forested corridors provide feeding, perching and roosting habitats. If it is determined that either species could be affected by the proposed project, the USFWS should be notified at the above phone and email address as well as the Nebraska Game and Parks Commission for recommendations to avoid adverse impacts to the bald and golden eagles.

**22.11 COMPLIANCE WITH TRAFFICKING VICTIMS PROTECTION ACT**

- A. The Borrower, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

**22.12 ADDITIONAL ASSURANCES AND REQUIREMENTS**

- A. Additional assurances and requirements of EPA and NDWEE related to SRF funded projects are more fully described in later sections of these Contract Documents. In addition, all work done on the project should be in accordance with all applicable federal, state, and local regulations and authorities, including cross-cutter requirements as stated in Attachment D of the SRF loan agreement.

**BID FORM**  
FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 1—OWNER AND BIDDER**

1.01 This Bid is submitted to:

**City of Blair**  
**218 South 16<sup>th</sup> Street**  
**Blair, NE 68008**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2—ATTACHMENTS TO THIS BID**

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- E. SRF Forms:
  - 1. NDWEE Form NDWEE-BC01 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
  - 2. NDWEE Form NDWEE-BC02a – Nebraska State Revolving Contractor Bidding Certifications.
  - 3. NDWEE Form NDWEE-BC03 (EPA Form 6100-4) – Disadvantaged Business Enterprise (DBE) Program Subcontractor Utilization Form.
  - 4. NDWEE Form NDWEE-BC04 (EPA Form 6100-3) - Disadvantaged Business Enterprise (DBE) Program Subcontractor Performance Form.

**ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES**

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum prices shown in the Lump Sum Bid Schedule:

1. Lump Sum Price (Single Lump Sum)

LUMP SUM BID SCHEDULE				
No.	Item	Unit	Quantity	Bid Amount
1	Instrumentation for Process Controls	LS	1	\$99,488.00 <sup>a</sup>
2	All Remaining Work for the Black Elk Pump Station Modifications Project	LS	1	\$ 816,512
<b>TOTAL LUMP SUM BID (Bid Items No. 1 thru 2)</b>				<b>\$ 996,000</b>

<sup>a</sup>See Proposal by Automatic Systems Company attached to this Bid Form as well as Section 01 22 00 – Measurement and Payment for a detailed description of this Bid Item.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	1/30/2026

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Crossland Heavy Contractors, Inc,

\_\_\_\_\_  
(typed or printed name of organization)

By:



\_\_\_\_\_  
(individual's signature)

Name: Chris Walters

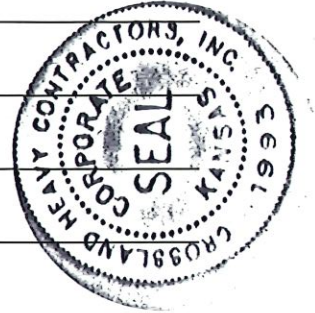
\_\_\_\_\_  
(typed or printed)

Title: Vice President

\_\_\_\_\_  
(typed or printed)

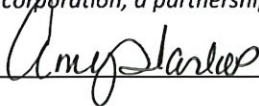
Date: 2/4/2026

\_\_\_\_\_  
(typed or printed)



If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



\_\_\_\_\_  
(individual's signature)

Name: Amy Harlos

\_\_\_\_\_  
(typed or printed)

Title: Estimating Admin. Assistant

\_\_\_\_\_  
(typed or printed)

Date: 2/4/2026

\_\_\_\_\_  
(typed or printed)

Bidder's Address for giving notices:

501 SE Avenue, Columbus, KS 66725

Bidder's Contact Person:

Name: Matt Rippe

\_\_\_\_\_  
(typed or printed)

Title: Division Manager

\_\_\_\_\_  
(typed or printed)

Phone: 531.867.3607

Email: mrippe@heavycontractors.com

Address: 10711 Chandler Rd, Ste 200

LaVista, NE 68128

Bidder's Contractor License No.: (if applicable) 73219-26

# CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue  
P.O. Box 350  
Columbus, KS 66725  
tel 620.429.1410  
fax 620.429.2977

## List of Proposed Subcontractors:

<u>Contractor:</u>	<u>Scope of Work:</u>
1. <u>Downs Electric</u>	<u>Electrical</u>
2. <u>GETZSCHMAN</u>	<u>Mechanical</u>
3. _____	_____
4. _____	_____
5. _____	_____

## List of Proposed Suppliers:

<u>Supplier:</u>	<u>Product:</u>
1. <u>FAIRBANKS</u>	<u>Pump</u>
2. <u>Yaskawa</u>	<u>VFD</u>
3. <u>CAT</u>	<u>Generator</u>
4. _____	_____
5. _____	_____

  
\_\_\_\_\_  
Mark Sell, Executive Chairman



## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

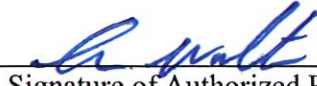
The prospective participant certifies to the best of its knowledge and belief that it and its principals, in accordance with Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act, with Respect to Federal Contracts, Grants, or Loans, as amended:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under [18 USC Sec. 1001](#), a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Chris Walters, Vice President

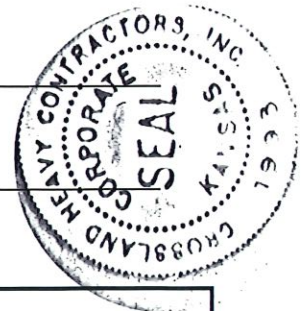
Printed Name and Title of Authorized Representative



Signature of Authorized Representative

1/29/26

Date



Checking this box indicates that I am unable to certify the above statements and have provided a written explanation along with this form.

## Nebraska State Revolving Contractor Bidding Certifications

This project that the Contractor is submitting a bid for is receiving funding from the Nebraska State Revolving Fund (SRF) Program. The Contractor acknowledges to and for the benefit of the SRF Recipient and the Nebraska Department of Water, Energy, and Environment (the "Funding Authority") that by accepting this contract, the Contractor acknowledges and agrees to the following terms and requirements of the project:

- Davis-Bacon & Related Acts
- American Iron and Steel (AIS)

### DAVIS-BACON AND RELATED ACTS CERTIFICATION

The [Davis-Bacon and Related Acts \(DBRA\)](#) is a collection of labor standards provisions administered by the Department of Labor that are applicable to projects funded with SRF funding. These labors include the:

- **Davis-Bacon Act**, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts;
- **Copeland "Anti-Kickback" Act**, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which they are entitled; and
- **Contract Work Hours and Safety Standards Act**, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

The Contractor acknowledges that by accepting this contract, the contractor acknowledges and agrees to the terms provided in the [EPA'S DBRA Requirements for Contractors and Subcontractors \(https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts\)](https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts) and terms and conditions in accordance with [29 CFR Part 5](#). The Contractor hereby represents and warrants to and for the benefit of the SRF Recipient and Funding Authority:

- a) the Contractor has reviewed and understands the DBRA;
- b) will include a copy of all applicable wage determinations applied to the project with their contract agreement;
- c) the applicable wage determination shall apply to any and all subcontractors under the Contractor; and
- d) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary as may be requested by the SRF Recipient or the Funding Authority.

#### For Sole Proprietors and Business Owners Performing Labor and Mechanical Work

- Please check this box if you, the Contractor, are a sole proprietor and a "business owner" as defined by [29 CFR 541.101](#), or plan to have a business owner perform labor and mechanical work on the project. This does **not** include laborers and mechanics classified as independent contractors or "1099 workers".

**AMERICAN IRON AND STEEL PRODUCTS  
CERTIFICATION**

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Assistance Recipient’s bid solicitation and provisions of Section 436(a) of H.R. 3547, the Bidder certifies that this bid reflects the Bidder’s best, good faith effort to identify domestic sources of iron and steel products. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Assistance Recipient of the U.S. production of each iron and steel product so identified.
3. Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel products, and an analysis that supports its applicability to the iron and steel products:
  - b. Verifiable documentation sufficient to the Assistance Recipient, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron and steel products but has determined that such iron and steel products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, or in sufficient and reasonably available quantities and of a satisfactory quality, or inclusion of iron and steel products produced in the United State will increase the cost of the overall project by more than 25 percent, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder’s efforts to secure any such American-made iron and steel products, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 436(b) with respect to such iron and steel products. The Bidder further agrees that, if this bid is accepted, it will assist the Assistance Recipient in amending, supplementing, or further supporting such information as required by the Assistance Recipient to request and, as applicable, implement the terms of a waiver with respect to any such iron and steel products.

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The Contractor hereby acknowledges that they have read and understand these requirements and that they shall be responsible for and shall comply with the Davis-Bacon and Related Acts and American Iron and Steel regulations.

Project: Black Elk Pump Station Modifications - Blair NE

Chris Walters, Vice President

Printed Name and Title of Authorized Representative

  
Signature of Authorized Representative

1/29/26  
Date



This form is intended to depict the use of identified certified Disadvantaged Business Enterprise (DBE)<sup>1</sup> prime contractors and subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An SRF Financial Assistance Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

*To be completed by Primary Contractor*

<b>Prime Contractor Name:</b> Crossland Heavy Contractors		<b>Project Name:</b> Black Elk Pump Station	
<b>Bid / Proposal / Contract No.:</b>	<b>Assistance Agreement ID No. (if known):</b>	<b>Point of Contact:</b> Matt Rippe	
<b>Address:</b> 10711 Chandler Rd, Ste 200, LaVista NE 68128			
<b>Telephone No.:</b> 531.867.3607		<b>Email Address:</b> mrippe@heavycontractors.com	
<b>Are you a Certified DBE<sup>1</sup>?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If yes, please identify the certifying entity:			

I have, or plan to have, work that will be subcontracted out on this project:     YES     NO

I have identified and utilized DBE certified subcontractors:     YES     NO

• If yes, please complete the table below. If no, please explain:


Subcontractor Name / Company Name	Company Address / Phone / Email	Est. Dollar Amt	Currently DBE Certified?

*[Continue on back if needed]*

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205. Approved certifying entities include The United States Small Business Administration (SBA); The United States Department of Transportation; or an Indian Tribal Government, State Government, local Government or independent private organization in accordance with EPA's 8% or 10% statute as applicable.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I agree that any subcontractors employed will be provided with EPA Form 6100-2 Supplement and EPA Form 6100-3 Supplement. I have read and agree to comply with the requirements set forth in [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>) including in the event of a replacement of a subcontractor.

<b>Prime Contractor Signature</b>	<b>Print Name</b>
	Chris Walters
<b>Title</b>	<b>Date</b>
Vice President	1/29/26



As required by [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>), prime contractors must provide this form to all of their DBE<sup>1</sup> subcontractors<sup>2</sup>. This form is for the documentation of participation from a selected DBE contractor. An SRF Financial Assistance Recipient must require its prime contractors to provide this form to their DBE Subcontractors for completion and submit it to the Nebraska Department of Water, Energy, and Environment - SRF Program. Prime contractors should also maintain a copy of this form on file.

*To be completed by DBE subcontractor*

Subcontractor Name:		Project Name:	
Prime Contractor Name:			
Bid / Proposal / Contract No.:		Assistance Agreement ID No. (if known):	Point of Contact:
Address:			
Telephone No.:		Email Address:	


Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> OTHER: _____		Meets / exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205. Approved certifying entities include The United States Small Business Administration (SBA); The United States Department of Transportation; or an Indian Tribal Government, State Government, local Government or independent private organization in accordance with EPA's 8% or 10% statute as applicable.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an SRF award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. By signing this form, I agree that I have read and will comply with the requirements set forth in [40 CFR Part 33](https://www.ecfr.gov/current/title-40/part-33) (<https://www.ecfr.gov/current/title-40/part-33>).

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Primary Contractor Signature</b>	<b>Print Name</b>
	Chris Walters
<b>Title</b>	<b>Date</b>
Vice President	1/29/26





Good Life. Great Connections.

DEPARTMENT OF LABOR



# Contractor Registration Certificate

This certificate is non-transferable

**Registration # 73219-26**

Date Expiring: 1/30/2027

**Crossland Heavy Contractors, Inc.**  
Crossland Heavy Contractors, Inc.  
501 S East Avenue  
COLUMBUS, KS 66725

Nebraska Department of Labor  
550 South 16th Street  
Lincoln, NE 68508  
402-471-2239

  
Commissioner of Labor

# CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue • P.O. Box 350

Columbus, KS 66725

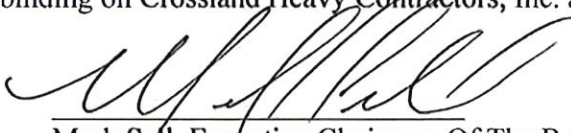
tel 620.429.1410

fax 620.429.2977

## Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 25th day of April 2025, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Erick Lowe, Justin Lillie, Dan Thompson, Ron Edmond or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe, Jason Lundry, Ron Edmond or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.



Mark Sell, Executive Chairman Of The Board

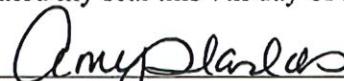
ATTEST:   
Holly Rhodes, Secretary



State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, Chairman Of The Board of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 7th day of January 2026.

  
Notary Public

My Commission Expires: 7/18/27

