



**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING**

A Special Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Special Glenpool City Council Meeting on December 19, 2024, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The GUSA Board welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER DECEMBER 19, 2024.

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Chair	
B) Roll Call, Declaration of Quorum – Lesli Smith, Secretary; Joyce G. Calvert, Chair	
C) Public Comments	
D) Scheduled Business	
1) Discussion and possible action to award or not award the contract for the Wastewater Treatment Plant Project to Crossland Heavy Contractors, Inc., the lowest responsible bidder, in the amount of \$58,809,985.00, contingent on Glenpool Utility Services Authority’s closing of a State Revolving Fund (SRF) loan in the amount of \$35,000,000.00, and authorize the General Manager to sign on behalf of GUSA all contract documents related to the project, upon review and acceptance of the contract documents by GUSA legal, to issue all notices required under the project, and to sign all valid pay requests submitted by Crossland Heavy Contractors Inc. on the project. (David Agbetunsin, City Engineer) Staff Report - Award of Contract for the Wastewater Treatment Plant Project - Crossland	2 - 90

E) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on December 17, 2024, at 5:30 pm.

Signed: Lesli Smith
City Clerk



To: Chairman and Board of Trustees, Glenpool Utility Services Authority
Mayor and City Council, City of Glenpool

From: David Agbetunsin, City Engineer

Date: December 19, 2024

Re: Discussion and Possible Action to Award the Contract for the Wastewater Treatment Plant Project to Crossland Heavy Contractors, Inc.

Background:

The invitation to bid for the Wastewater Treatment Plant Project was issued to prequalified bidders on October 1, 2024. One bid was received from Crossland Heavy Contractors, Inc. The bids were opened on November 12, 2024, with Crossland Heavy Contractors Inc., submitting the lowest responsible bid of **\$58,809,985.00**, which is below the Engineer's estimate of **\$62,140,752.00**.

After reviewing the bid, staff selected **Aqua-Aerobic Systems** as the Sequencing Batch Reactor (SBR) manufacturer for the project. Additionally, staff decided **not** to accept the deductive alternate for replacing concrete paving with asphalt, for a deduction of **\$200,000.00**.

On December 17, 2024, the Oklahoma Water Resources Board (OWRB) approved GUSA's application for a \$35,000,000.00 Clean Water State Revolving Fund loan. The loan closing is scheduled for December 20, 2024.

Recommendation:

After a thorough review of the bid and contract documents by staff and City legal, Staff recommends awarding the contract for the Wastewater Treatment Plant Project to **Crossland Heavy Contractors, Inc.**, in the amount of **\$58,809,985.00**.

Staff also recommends authorizing the City Manager to sign on behalf of the Board and City Council, all contract documents related to the project, upon review and acceptance of the contract documents by City legal, to issue all notices required under the project, and to sign all valid pay requests submitted by Crossland Heavy Contractors Inc., on the project.

Attachment:

- Agreement Between Owner And Contractor For Construction Contract (Stipulated Price)
- Crossland Heavy Contractors Bid Packet

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Jacqueline Lund, Ward 4

Tim Fox, Ward 1; Chris Brobst, Ward 2; Shayne Buchanan, At-Large

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Glenpool Utility Services Authority (aka GUSA) and the City of Glenpool** (aka **City**) (collectively, the "Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a new 3 MGD WWTP including new SBR complex, new UV disinfection complex, and new solids handling complex.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as: **Glenpool WWTP**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Garver** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. All work associated with Milestone No. 1 shall be complete within **540** days after the date when the Contract Times commence to run. The intent of Milestone No. 1 is to complete \$40M in work and stored equipment to meet funding requirements. Actual completed components may vary from those listed in the bid form table.
- B. The Work will be substantially complete within **730** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **790** days after the date when the Contract Times commence to run.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work other than Unit Price Work, a lump sum of \$ _____.
All specific cash/contingency allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$_____.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual.
 - 7. Drawings (not attached but incorporated by reference).
 - 8. Addenda.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor 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. Contractor 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. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract 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 Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor 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 Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "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 or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "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; and
 4. "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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective **on** _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

Completed* Spec. Section

Attended Pre-Bid	☒	00 11 00
Acknowledgement of All Addenda	☒	
Bid contains the following forms:	☒	
1. Bid Form (Add 3)	☒	00 41 13
2. List of Manufacturers (Says add 2 but was located in add 3)	☒	00 41 16
3. List of Proposed Subcontractors (Will submit within 30 minutes after bid.)	☒	00 41 19
4. Bid Bond	☒	00 43 13
5. Davis Bacon Wage Rates	☒	00 43 43
6. Qualifications Statement (See attached qualifications booklet)	☒	00 45 13
7. List of Manufacturers	☒	00 41 16
8. State Funding Documentation	☒	
a. ARP-211 Bidders Statements	☒	
b. ARP-267 Disadvantaged Business Enterprise Program (DBE) Guidance	☒	
c. ARP-6100-2 DBE Subcontractor Participation Form	☒	
d. ARP-6100-3 DBE Subcontractor Performance Form	☒	
e. ARP-6100-4 DBE Subcontractor Utilization Form	☒	
f. Affidavits	☒	
g. Certificate of Approval of Contracts and Bonds by Local Attorney	☒	* Please see attached document.
*Check when filled out, signed, and included with submission of bid packet.		

Documents added: Corporate Resolution, EMR Letter and Surety Information, SAMS active status.

Within thirty (30) minutes after Bid Opening:

1. Section 00 41 19, List of Subcontractors

Within three (3) days after Bid Opening:

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)
2. Bid breakdown shall be provided to form the basis for the making of Progress Partial Payments

Within fifteen (15) days after Notice of Award:

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
5. Section 00 61 19, Warranty Bond
6. Completed Certificates of Insurance

Prior to Construction:

Awarded Contractor required to submit Construction Schedule **before** construction begins.

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: **Glenpool Utility Services Authority (aka GUSA) and the City of Glenpool (aka City), 12205 S. Yukon Ave., Glenpool, OK 74033.**
- 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. List of Proposed Manufacturers;
 - D. 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;
 - E. 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;
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- B. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Total for all Lump Sum for Cash Allowances	\$N/A
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- C. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1 – Work Change Directives	\$750,000
Lump Sum Contingency Allowance 2 – Additional Independent Testing	\$50,000
Total for all Lump Sum Contingency Allowances	\$800,000

3.02 *Unit Price Bids*

- A. Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Owner Selected Equipment

- A. Bidder further agrees to accept as payment for the work proposed within the Bidding Documents for providing Owner-Selected Equipment Items or Systems for the actual items selected and approved. Bidder further agrees that payment for the work necessary to furnish and install the item, including cost of redesign, if required, and construction changes including but not limited to electrical, mechanical, structural, and any other modifications to the work necessary to make the several parts fit together and perform as specified, included in the Bid prices indicated. The "Amount Bid" in the Owner-Selected Equipment Item or System Schedule is the amount for the quantities indicated, not the unit price amount. Additional instructions for the Bidder are as follows:
 1. The design of the Project is based upon the first (Item A) named manufacturer for the equipment item. However, Bidders must provide a price for the A-named and B-named manufacturer, and all subsequently listed manufacturers
 2. Selection of the specific manufacturers for the equipment to be provided will be made by the Owner from the items priced by Bidder as best serves the interest of Owner. Owner reserves the right to select any named manufacturer for the prices indicated below.
 3. Bidder must price the Item B manufacturer and Item C manufacturer but Bid Award will be based upon the Item A Amount Bid. Any ambiguities, including listing two "or equals" for a single item shall also be appropriate cause for rejecting an "or equal" proposal.
 4. Any schedule delays caused by selection of any Owner named item will not constitute grounds for a contract adjustment.

OWNER SELECTED EQUIPMENT ITEM OR SYSTEM SCHEDULE		
Section 46 53 53 – Sequencing Batch Reactors (includes entire package as referenced in the specification including but not limited to fixed grid aeration equipment, blowers, mixers, etc. for SBR, digester, and FEB facility).		
ITEM	MANUFACTURER	AMOUNT BID
A	Aqua Aerobics	\$ 2,502,525 ⁰⁰
B	Parkson	\$ 2,376,244 ⁰⁰
C	Alfa Laval	\$ 2,580,000 ⁰⁰

3.04 Total Bid Price (Lump Sum and Unit Prices)

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1 LS	All Work as defined in the Contract Documents (including Item A selections of Owner Selected Equipment) except those items listed separately below, for the lump sum of: <u>Fifty-Five Million Six Hundred Seventy-Nine Thousand & $\frac{00}{100}$ Dollars</u>	N/A	\$ <u>\$55,679,000⁰⁰</u>
2	1 LS	Lagoon Dewatering mobilization and demobilization, for the lump sum of: <u>Forty Thousand & $\frac{00}{100}$ Dollars</u>	<u>\$40,000⁰⁰</u>	\$ <u>\$40,000⁰⁰</u>
3	4,055 Dry Tons	Lagoon Dewatering, as defined in Section 33 01 20 – Wastewater Liquid and Solids Removal, per dry ton. <u>Two Hundred and $\frac{00}{100}$ Dollars</u>	<u>\$200⁰⁰</u>	\$ <u>\$811,000⁰⁰</u>
4	200 SY	Concrete pavement including compacted base, above the quantity required by the Contract Documents, per square yard. <u>One Hundred Twenty-Five & $\frac{00}{100}$ Dollars</u>	<u>\$125⁰⁰</u>	\$ <u>\$25,000⁰⁰</u>
5	4,750 LF	Fencing, as defined in Section 32 31 13 – Chain Link Fence and Gates and shown on the Contract Drawings, per linear feet. <u>Thirty-Seven and $\frac{26}{100}$ Dollars</u>	<u>\$37²⁶</u>	\$ <u>\$176,985⁰⁰</u>
6	28,500 SY	Replacing polyliner in existing lagoon (future FEB overflow cell) after lagoon dewatering, per square yard as defined in Section 31 05 19.13 – Geotextile Filter Fabric, per square yard. <u>Twenty-Eight and $\frac{00}{100}$ Dollars</u>	<u>\$28⁰⁰</u>	\$ <u>\$798,000⁰⁰</u>
7	1 LS	All work required at the Dechlorination Facility 76 in the Drawings, for the lump sum of: <u>Two Hundred Forty Thousand & $\frac{00}{100}$ Dollars</u>	N/A	\$ <u>\$240,000⁰⁰</u>

Base Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
8	14 EA	Replacing 2" Combination Air Release Valves (V752) along the existing effluent force main, as defined in Section 40 05 78 - Air Release Valves. Reference the 2000 effluent force main record drawings for locations. Per each. <u>Seven Thousand Five Hundred and 00/100 Dollars</u>	<u>\$7,500⁰⁰</u>	<u>\$ 105,000⁰⁰</u>
9	1 LS	Contingency Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: Seven Hundred Fifty Thousand Dollars	N/A	\$ 750,000
10	1 LS	Contingency Allowance 2 for Additional Independent Testing in addition to testing as defined within the Contract Documents (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the OWNER and ENGINEER, for the lump sum of: Fifty Thousand Dollars	N/A	\$ 50,000
11	1,500 CY	Over excavation, handling and off-site disposal of undocumented fill and replacement of excavated material with select fill per the specifications. Scope is above the quantity required by the contract documents and is required during completion of the project and shall be authorized solely at the discretion of the OWNER and ENGINEER, per cubic yard. <u>Ninety and 00/100 Dollars</u>	<u>\$90⁰⁰</u>	<u>\$135,000⁰⁰</u>
Total Base Bid Price				<u>\$ 58,809,985⁰⁰</u>

Total of Lump Sum and Unit Price Bids = Total Base Bid Price (Bidder to write price in figures and words)

\$ 58,809,985⁰⁰

Fifty-Eight Million Eight Hundred Nine Thousand Nine Hundred Eighty-Five and 00/100 Dollars

3.05 Bid Alternates (Lump Sum and Unit Prices)

- A. The undersigned bidder offers to make, at the bid alternate prices, the changes in the work covered in the Total Base Bid Price that are specified in the bid alternates priced below:
- B. It is understood that:

1. All bid alternate prices shall be filled in. The work detailed by the bid alternate(s) is an extension of the nature of the work for the Total Base Bid Price's project. This proposal requires that the undersigned Bidder propose on all work detailed by the Total Base Bid Price's project and the change in work as detailed by each and all of the bid alternates. Failure to comply with this requirement of submitting a price for each and all of the bid alternates may render the Bid non-responsive and may cause its rejection.
2. The acceptance or rejection of any or all of these bid alternates is at the option of the Owner.
3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
4. The acceptance or rejection of one or more bid alternates will not affect the Total Base Bid Project bid, nor other conditions of this bid, nor the price of other accepted bid alternates.
5. Reference Document 01 11 20 Additive or Deductive Bid Alternates Coordination for information and descriptions of each bid alternate (Additive or Deductive Bid Alternates).
6. The undersigned has carefully examined the plans and other contractual documents and has coordinated the scopes between the Total Base Bid Documents and the Bid Alternate Documents. Through submittal of a bid, the undersigned agrees and understands that the documents have been prepared with the highest level of care in the effort to coordinate the scopes of the Total Base Bid Project documents and the Bid Alternate documents. The undersigned agrees and accepts the responsibilities to coordinate and construct all required interconnections and coordination facilities between the Total Base Bid Project and any of, any combination of, and/or a total combination of the Bid Alternates to develop complete and operational facilities that meet the regulatory requirements for the facilities and the requirements set forth by these contract documents.

Alternate Bid Item No.	Bid Qty	Description (Bidder to write Bid Price in words)	Unit Price	Bid Price
1	1 LS	Deduction for replacing concrete paving with asphalt paving for the areas identified, for the lump sum of: <u>Two Hundred Thousand and</u> <u>00 Ten Dollars</u>	N/A	\$ <u>200,000⁰⁰</u>

ARTICLE 4—TIME OF COMPLETION

- 4.01 The Bidder hereby agrees to commence work under the contract on a date specified in a written "Notice to Proceed" of the Owner, and to complete the following project milestones within the calendar days indicated in the following table. The intent of Milestone No. 1 is to complete \$40M in work and stored equipment to meet funding requirements. Actual completed components may vary from those listed in table.

Project Milestones

Milestone No.	Description	Calendar Days
1	Completion of the following components: Site civil not including final paving	540

	• Headworks building • Administration building • Maintenance building • Electrical building • Solids Dewatering building • Flow Equalization Basin Modifications • Influent Pump Station • Hypochlorite Facility • Sequencing Batch Reactors structure with completion of leak testing • UV Disinfection structure with completion of leak testing • Aerobic Digesters with completion of leak testing • Odor Control • Procurement and Storage of the process equipment for the following facilities: ○ Sequencing Batch Reactors ○ UV Disinfection ○ Aerobic Digesters ○ Solids Dewatering	
2	Substantial completion of all facilities less dewatering of solids in the existing lagoon to the point of full startup and commissioning activities as outlined in Section 01 75 00 – Startup Testing and Training to allow for dewatering of solids in the existing lagoon to begin.	730
3	Final completion.	790

4.02 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 calendar days indicated in the Agreement.

4.03 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 90 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
Addendum 1	10/30/2024
Addendum 2	11/5/2024
Addendum 3	11/8/2024

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.
12. Bids containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the Bidder without being considered. No qualifications of bids of any kind will be allowed.

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 agrees to protect the Owner from claims involving infringements of patents and/or copyrights.
5. 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:

11/12/2024

(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:

Koith Quiroz

(typed or printed)

Title:

Witness

(typed or printed)

Date:

11/12/2024

(typed or printed)

Address for giving notices:

14149 E Admiral Pl

Tulsa, OK 74116

Bidder's Contact:

Name:

Chris Walters

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

918-438-2800

Email:

cwalters@heavycontractors.com

Address:

14149 E. Admiral Pl.

Tulsa, OK 74116

Bidder's Contractor License No.: (if applicable) N/A

EJCDC® C-410, Bid Form for Construction Contract.

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Seal (if incorporated)

Bidder Name: Crossland Heavy Contractors, Inc.

Address: 14149 E. Admiral Pl.

City, State, Zip Code: Tulsa, OK 74116

Contractor Number: 918-438-2800

Contact Name: Chris Walters

Title: Vice President

Contact Number: 918-438-2800

Contact Email: cwalters@heavycontractors.com

Signature of Authorized Agent for Bidder: 

Date: 11/12/2024

LIST OF MANUFACTURERS
(to be submitted with bid)

Specification Section	Equipment	Base Bid Equipment Manufacturer (Contractor Must Circle One)
26 32 13.13	Diesel Engine Generator	1. Caterpillar 2. Cummins 3. Kohler ④ Generac 5. MTU
41 12 13.36	Shaftless Screw Conveyors	1. SPIRAC 2. Custom Conveyors Corporation 3. JMS ④ JDV
41 22 13.23	Portable Crane	① Thern, Inc. - Commander 2000 Series 2. Or equal _____
43 23 13.11	Top Mounted Centrifugal Pumps	1. S&L Pista Turbo 2. Gorman-Rupp T-Series ③ Wemco
43 23 57	Progressive Cavity Pumps	1. Moyno, 2. Seepex ③ Netzsch
43 24 13	Vertical Turbine Pumps	1. Flowserve ② Peerless 3. Goulds 4. Simflo
43 25 13	Wet-Pit Submersible Pumps	1. Flygt 2. KSB 3. Pentair/Fairbanks ④ Grundfos
43 26 13	Submersible Grinder Pump Station	① Hydromatic 2. Grundfos 3. Or approved equal.
43 31 31	Odor Control Bioscrubber Filter Equipment	① Eco-Verde 2. Daniel Mechanical 3. BIOREM 4. ECS Environmental
46 07 53	Packaged Plant Reclaimed Water Pump System	① Grundfos 2. USEMCO - Cornell
46 21 13	Mechanical Screen System	① Parkson, Aqua Guard 2. Hydro-Dyne, Bull Shark
46 21 16	Screenings Washer Compactor	① Parkson - AWP10-2 Aqua Washpress 2. Hydro-Dyne – Whitetip Shark
46 23 23.13	Mechanical Vortex Grit Removal Equipment	1. Smith and Loveless Pista 2. Veolia Mectan ④ Hydro-Dyne Sand Shark
46 23 63	Grit Cyclone and Classifier	1. Smith and Loveless Pista 2. Veolia John Meunier ④ Hydro-Dyne Sand Shark

Specification Section	Equipment	Base Bid Equipment Manufacturer (Contractor Must Circle One)
46 33 33	Liquid Polymer Feed System	1. Siemens Water Technologies – Stranco Polyblend ② ProMinent 3. cleanwater1, Inc. (UGSI) 4. VeloDyne Systems – Veloblend
46 33 46	Chemical Feed System	① ProMinent 2. Flomotion Systems 3. Pulsafeeder
46 53 53	Sequencing Batch Reactors	① Aqua-Aerobic Systems, Inc. 2. Alfa Laval 3. Parkson
46 61 19	Ultraviolet FRP Weir Troughs	① Warminster Fiberglass Company. 2. NEFCO, Inc. 3. MFG Companies 4. Fiberglass Fabricators Inc. 5. Enduro Composites
46 66 56	Open Channel Inclined Ultraviolet Disinfection System	1. Xylem (Wedeco Duron Series) ② Trojan Technologies (Signa Series)
46 76 27	Dewatering Screw Press	1. Schwing Bioset, Inc. (Schwing) 2. BDP Industries (BDP) ③ Andritz Separation Technologies Inc. (Andritz)

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Type of Work: ...Painting.....
Subcontractor's Name:.....Kinard.....
License No.:N/A.....
Address:802 N Dean A McGee Ave, Wynnewood, OK 73098.....

Type of Work: ...Pipe Insulation.....
Subcontractor's Name:.....Thermal Insulation Pipe Solutions.....
License No.:N/A.....
Address:10918 E 2nd St, S, Tulsa, OK 74128.....

Type of Work: ...I&C.....
Subcontractor's Name:.....Haynes Equipment.....
License No.:N/A.....
Address:817 E Elgin St, Broken Arrow, OK 74012.....

Type of Work: ...Framing, Gypsum wall systems, acoustical ceiling tier.....
Subcontractor's Name:.....Premier Interiors.....
License No.:N/A.....
Address:1237 N 143rd E Ave, Tulsa, OK 74116.....

Type of Work: ...Overhead Door.....
Subcontractor's Name:.....DH Pace Door Services Group.....
License No.:N/A.....
Address:3633 S 73rd E Ave, Tulsa, OK 74145.....

Bidder (General Contractor): ...Crossland Heavy Contractors, Inc.....
License No.:N/A.....
By: .....
Title:Vice President.....

*Signature must be the same as on the Bid Form.

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Type of Work:Electrical.....
Subcontractor's Name:.....Oil Capital Electric.....
License No.:OK1588.....
Address:3837 W. Vancouver St., Broken Arrow, OK 74012.....

Type of Work:HVAC/Plumbing.....
Subcontractor's Name:.....Kuhn Mechanical.....
License No.:Plumbing 00104287/HVAC 00102946.....
Address:P.O. Box 551, Arkansas City, KS 67005.....

Type of Work:Rodbuster.....
Subcontractor's Name:.....Texoma Rebar.....
License No.:N/A.....
Address:5295 Beverly Dr. OKC, OK 73105.....

Type of Work:Masonry.....
Subcontractor's Name:.....Masonry IV.....
License No.:N/A.....
Address:1148 AR-27, Dardanelle, AR 72834.....

Type of Work:Roofing.....
Subcontractor's Name:.....Raintech.....
License No.:N/A.....
Address:14938 S. Grant St. Bixby, OK 74008.....

Bidder (General Contractor):Crossland Heavy Contractors, Inc.....
License No.:N/A.....
By: .....*
Title:Vice President.....

*Signature must be the same as on the Bid Form.

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Type of Work:Material Testing.....

Subcontractor's Name:GTS.....

License No.:N/A.....

Address:1911 N. Shiloh Dr., Fayetteville, AR 72704.....

Type of Work:Bypass Sewage System.....

Subcontractor's Name:United Rentals.....

License No.:N/A.....

Address:2807 N. Garnett St., Tulsa, OK 74116.....

Type of Work:Earthwork & Structure Demo.....

Subcontractor's Name:Davis Construction.....

License No.:N/A.....

Address:2143 NE HWY 7, Columbus, KS 66725.....

Type of Work:Fencing.....

Subcontractor's Name:4 State Fence.....

License No.:N/A.....

Address:605 Henley St., Miami, OK 74354.....

Type of Work:Sludge Removal.....

Subcontractor's Name:Hodges Farms & Dredging.....

License No.:N/A.....

Address:501 N. West Street, Lebo, KS 66856.....

Bidder (General Contractor):Crossland Heavy Contractors, Inc.....

License No.:N/A.....

By: .....*

Title:Vice President.....

*Signature must be the same as on the Bid Form.

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

Type of Work:Liner Sub.....
Subcontractor's Name:.....Patriot Environmental.....
License No.:N/A.....
Address:317 S. Dawson St., Meeker, OK 74855.....

Type of Work:
Subcontractor's Name:.....
License No.:
Address:

Type of Work:
Subcontractor's Name:.....
License No.:
Address:

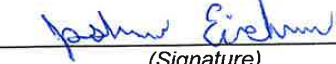
Type of Work:
Subcontractor's Name:.....
License No.:
Address:

Type of Work:
Subcontractor's Name:.....
License No.:
Address:

Bidder (General Contractor):Crossland Heavy Contractors, Inc.....
License No.:N/A.....
By: .....*
Title:Vice President.....

*Signature must be the same as on the Bid Form.

BID BOND (PENAL SUM FORM)

Bidder Name: Crossland Heavy Contractors, Inc. Address (principal place of business): 14149 East Admiral Place, Tulsa, OK 74116	Surety Federal Insurance Company / Name: Fidelity and Deposit Company of Maryland / Zurich American Insurance Company Address (principal place of business): 202B Hall's Mill Road, Whitehouse Station, NJ 08889 / 1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056 / 1299 Zurich Way, 10th Floor, Schaumburg, IL 60196-1056
Owner Name: Glenpool Utility Services Authority (aka GUSA) and the City of Glenpool (aka City) Address (principal place of business): 12205 S. Yukon Ave., Glenpool, OK 74033 Glenpool, Oklahoma	Bid Project (name and location): Glenpool WWTP, Glenpool, Oklahoma Bid Due Date: 11/12/2024
Bond Penal Sum: Five Percent of Amount Bid (5%) Date of Bond: 11/12/2024	
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.	
Bidder Crossland Heavy Contractors, Inc. (Full formal name of Bidder)	Surety Federal Insurance Company / Fidelity and Deposit Company of Maryland / Zurich American Insurance Company (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>Chris Walters</u> (Printed or typed)	Name: <u>Elizabeth Drone</u> (Printed or typed)
Title: <u>Vice President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>Keith Quiroz</u> (Printed or typed)	Name: <u>Joshua Eichen</u> (Printed or typed)
Title: <u>Witness</u>	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.

EJCDC® C-430, Bid Bond (Penal Sum Form).

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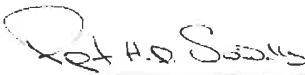
Power of Attorney

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 Wisconsin 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, Alycia Marie Hoebener, Todd Alan Rambo, Timothy Craig Smith, Myriah A. Anderson and Desiree E. Westmoreland of Wichita, Kansas; Monica F. Donatelli, Elizabeth Drone, Charissa D. Wilson, Morgan Wilkerson-Liu, 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 19th day of June, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 19th day of June, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, 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 Warren Eichhorn, 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



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


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.

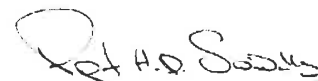
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority 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 12th day of November, 2024





Rupert HD Swindells, Assistant Secretary

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

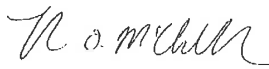
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

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 Robert D. Murray, 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-LIU, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Charissa D. WILSON, Elizabeth DRONE, Neha S. RAI, Joshua EICHEM, Cassidy D. PALIC 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.

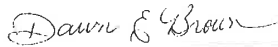
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 08th day of October, A.D. 2024.

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



By: **Thomas O. McClellan**
Vice President





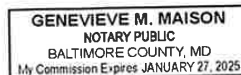
By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 08th day of October, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, 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



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-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 12th day of November, 2024.



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
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CROSSLAND

HEAVY CONTRACTORS

DBE Solicitations/Good Faith Effort

- Initial Effort: Utilized available list of certified DBE subcontractors and suppliers such as ODOT and City of Tulsa. The resources are used when developing RFQ's for project specific needs
- Outreach: Solicit DBE firms by emailing or calling requesting for quote and making follow up attempts.

Delissa McIntyre

From: Delissa McIntyre
Sent: Friday, November 1, 2024 12:22 PM
To: 'Abilez Construction Co- Ruben Abilez'; 'Barton Construction- Gene Barton'; 'Contech- Bryan Adair'; 'Cross-bo Constuction-Justin Bohannon'; 'D & P Tank Service- George Pease'; 'HUB Construction- Hubert barker'; 'Hudson- Patty Hudson'; 'LMC Corporation- Jerry Lee'; 'Mac Construction- Jesus Robledo'; 'Site Development Services- Sean Roberts'; 'Triangle Construction & Utility- Landi Blosser'; 'Tribal Civil Contractors- Joe Deere'; 'BrownCo Manufacturing & Sales- Tom Brown'; 'Best Dump Trucking- Paula Best'; 'C & C Transportation- Dean Casey'; 'CC&J (Champs Trucking)-Todd Hill'; 'M Thirion Trucking- Marta Thirion'; 'Move 2 Dump Trucking- Alisha Talley'; 'Mustang Trucking'; 'Bret Barnhardt Excavating- Bret Barnhart Jr.'; 'H&H Frame- Delbert Hughes'; 'Tulsa Civil Contractors- Kyle Wilson'; 'Tulsa Civil Contractors- Marla'; 'Advanced Workzone Services, LLC; Alma Pickle'; 'AWS; John Thomas'; 'Direct Traffic Control'
Subject: Glenpool WWTP Imp Bid: 11/12/2024

Hello,

Crossland Heavy Contractors will be bidding this project and would like to see if you're interested in submitting a quote for the Glenpool Water Treatment Plant Project. It bids November 12, 2024.

Below are the plans, specs & addendums. If you have any questions. Please let us know and we will get with you right away!

Plans: <https://crosslandconstruction.box.com/s/18qmw2spq4x4oceuk0zmt97t5regnet0>

Specs: <https://crosslandconstruction.box.com/s/0h4why87h3tuu6xpi87t8edyt9o7ooqi>

Addendum: <https://crosslandconstruction.box.com/s/z0azkxmp1hey9u2tzpozo8epudylma79>

Thank you!

CROSSLAND **HEAVY CONTRACTORS**

Delissa McIntyre

Administrative Assistant

14149 E. Admiral

Tulsa, OK 74116

Phone: 918-438-2800 Fax: 918-438-2801

dmcintyre@heavycontractors.com

website: www.heavycontractors.com



Trust – Responsibility – Integrity – Passion

Please consider the environment before printing this e-mail.

ARP-6100-2 DBE Subcontractor Participation Form

OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name <i>Champs Trucking</i>	Project Name Glenpool WWTP Improvements
Bid/Proposal No. Garver #: 2300438/ OWRB #: ARP-23-0014-DPG/ CWSRF #: ORF-23-0055-CW	Point of Contact <i>Todd Hill</i>
Address <i>2605 W. 68th Pl. Tulsa, OK 74132</i>	
Telephone No. <i>918-633-7459</i>	Email address <i>champs trucking@yahoo.com</i>
Prime Contractor Name Crossland Heavy Contractors, Inc.	Funding entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Subcontractor Signature	Print Name
	Todd Hill
Title	Date
Managing member	11/12/2024

ARP-6100-2 DBE Subcontractor Participation Form

OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name <i>Tulsa Scott Mutch</i>	Project Name Glenpool WWTP Improvements
Bid/Proposal No. Garver #: 2300438 / OWRB #: ARP-23-0014-DPG / CWSRF #: ORF-23-0055-CW	Point of Contact <i>Shelby Ethridge</i>
Address <i>5123D S. 107th E. Ave Tulsa OK 74146</i>	
Telephone No. <i>918-252-7131</i>	Email address <i>tulsascd@yahoo.com</i>
Prime Contractor Name Crossland Heavy Contractors, Inc.	Funding entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Subcontractor Signature	Print Name
Shelby Ethridge	Shelby Ethridge
Title	Date
Operation Manager	11/12/2024

ARP-6100-2 DBE Subcontractor Participation Form

OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name Jr & B Construction		Project Name Glenpool WWTP Improvements	
Bid/Proposal No. Garver #:2300438/ OWRB #: ARP-23-0014-DPG/ CWSRF #: ORF-23-0055-CW		Point of Contact Jesus Frias	
Address 8412 S 273rd E Avenue			
Telephone No. 918 814-0470		Email address jesus@jrandb.com	
Prime Contractor Name Crossland Heavy Contractors, Inc.		Funding entity Oklahoma Water Resources Board	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	Misc. construction work	

ARP-6100-2 DBE Subcontractor Participation Form

OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name <i>Tulsa Land Surveying LLC</i>	Project Name <i>Glenpool WWTP Improvements</i>
Bid/Proposal No. Garver #: 2300438 / OWRB #: ARP-23-0014-DPG / CWSRF #: ORF-23-0055-CW	Point of Contact <i>Hank Tremmel</i>
Address <i>1501 E. 6th Street</i>	
Telephone No. <i>918-794-6777</i>	Email address <i>hank@tulsa-surveying.com</i>
Prime Contractor Name <i>Crossland Heavy Contractors, Inc.</i>	Funding entity <i>Oklahoma Water Resources Board</i>

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	<i>Surveying</i>	

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Subcontractor Signature	Print Name
	Hank Tremme
Title	Date
Manager	11/12/2024

ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors.

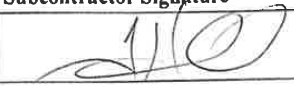
Subcontractor Name Champs Trucking	Project Name Gleenpool WWTP
Bid/Proposal No. Garvey# 2300438 OWRB # ARP-23-DDH-DPA CWSRF# : 23-0055-CW	Point of Contact Todd Hill
Address 2605 W. 68th Pl., Tulsa, OK 74132	
Telephone No. 918-633-7459	Email Address champs trucking@yahoo.com
Prime Contractor Name Crossland Heavy Contractors, Inc.	Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Hauling Services	\$25,000

DBE Certified By: ☒ DOT ☐ SBA ☐ Other: _____	Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown
--	---

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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

Subcontractor Signature	Print Name
	Todd Hill
Title	Date
Managing member	11/12/2024

ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name Mustang Trucking		Project Name Gleenpool WWTP	
Bid/Proposal No. Garver # 2300438 OWRB # ARP-23-DD14-DP6 CWSRF #: DRF-23-0055-CW		Point of Contact Tracy Gibson	
Address PO Box 2640, Catonsville, OK 74015			
Telephone No. 918-234-4900		Email Address mustangtrucking99@gmail.com	
Prime Contractor Name Crossland Heavy Contractors, Inc.		Funding Entity Oklahoma Water Resources Board	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Hauling Services	Utilizing another DBE
DBE Certified By: ☒ DOT ☐ SBA ☐ Other: _____		Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown

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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

Subcontractor Signature	Print Name
Title	Date

ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE, subcontractor's, description of work to be performed and the price of the work submitted to the prime contractor. OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors.

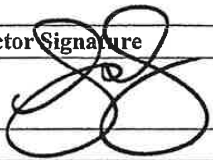
Subcontractor Name JR E. B. Construction	Project Name Gleenpool WWTP
Bid/Proposal No. Garver # 2300438 OWRB # ARP-23-DD14-DPA CWSRF # DEF-23-DOSS-CW	Point of Contact Jesus Elias
Address 8412 S 273rd E Ave Broken Arrow OK 74014	
Telephone No. 918-814-0470	Email Address jesus@jrbdb.com
Prime Contractor Name Crossland Heavy Contractors, Inc.	Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Misc. Construction Work	\$110,000

DBE Certified By: ☒ DOT ☐ SBA ☐ Other: _____	Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown
--	---

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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

Subcontractor Signature	Print Name
	Jesus Frias
Title	Date
Owner	11-12-2024

ARP-6100-3 DBE Subcontractor Performance Form

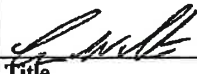
This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name Tulsa Sod & Mulch	Project Name Gleenpool WWTP
Bid/Proposal No. Garver # 2300438 OWRB # ARP-23-DD14-DPA CWSRF #: DRF-23-DOSS-CW	Point of Contact James Moraw
Address 5630 S. 107th E. Ave, Tulsa, OK	
Telephone No. 918-252-7631	Email Address tulasasod@yahoo.com
Prime Contractor Name Crossland Heavy Contractors, Inc.	Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Sodding / seeding	\$100,000

DBE Certified By: ☒ DOT ☐ SBA ☒ Other: SBE w/ the City of Tulsa	Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown
--	---

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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

Subcontractor Signature	Print Name
	Shelby Ethridge
Title	Date
Operation Manager	11/12/2024

ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name Verdign's Valley Sod Farms		Project Name Gleenpool WWTP	
Bid/Proposal No. Garver # 2300438 OWRB # ARP-23-DD14-DPA CWSRF #: DRF-23-DOSS-CW		Point of Contact Falon Smith	
Address PO Box, Claremore, OK 74018			
Telephone No. 918-341-8742		Email Address admin@verdign'svalley.sod-farms.com	
Prime Contractor Name Crossland Heavy Contractors, Inc.		Funding Entity Oklahoma Water Resources Board	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Sodding / seeding	Utilizing another SBE.

DBE Certified By: ☒ DOT ☐ SBA ☒ Other: SBE w/ the City of Tulsa	Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown
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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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

Subcontractor Signature	Print Name
Title	Date

ARP-6100-3 DBE Subcontractor Performance Form

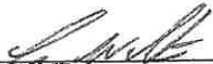
This form is intended to capture the DBE₁ subcontractor's₂ description of work to be performed and the price of the work submitted to the prime contractor. OWRB American Rescue Plan Act Grant Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name Tulsa Land Surveying	Project Name Gleenpool WWTP
Bid/Proposal No. Garver # 2300438 OWRB # ARP-23-DD14-DP G CWSRF #: BRF-23-0055-CW	Point of Contact Hank Tremmel
Address PO Box 142716, Tulsa, OK	
Telephone No. 918-794-1677	Email Address hank@tulsa.surveying.com
Prime Contractor Name Crossland Heavy Contractors, Inc.	Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Surveying	\$15,000

DBE Certified By: ☒ DOT ☐ SBA ☐ Other: _____	Meets/ exceeds EPA certification standards? ☒ YES ☐ NO ☐ Unknown
--	---

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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

Subcontractor Signature	Print Name
	Hank Tremmel
Title	Date
Manager	11/12/2024

ARP-6100-4 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. OWRB American Rescue Plan Act Grant Recipients must require their 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.

Prime Contractor Name Crossland Heavy Contractors, Inc.	Project Name Glenpool WWTP
Bid/Proposal No. Garver #: 2300438/ OWRB #: ARP-23-0014-DPG/ CWSRF #: ORF-23-0055-CW	Point of Contact Chris Walters
Address 14149 E Admiral Pl, Tulsa, OK 74116	
Telephone No. 918-438-2800	Email address cwalters@heavycontractors.com
Funding Entity Oklahoma Water Resources Board	

I have identified potential 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?
Champs Trucking Todd Hill	2605 W. 68th Pl, Tulsa, OK 74112 918-633-7459 champs1truckng@yahoo.com	\$25,000	YES
Mustang Trucking Tracy Gibson	PO Box 2640, Catassa, OK 74015 918-234-4900 mustangtruckng99@gmail.com	Utilizing another DBE	YES
JR & B Construction Services Jesus Frias	518 S. Main Ct. Apt A, Bixby, OK 918-814-0470 jesus@jrandb.com	\$110,000	YES
Tulsa Sod & Mulch James Moraw	5630 S. 107th E. Ave, Tulsa, OK 918-252-7631 tulsa.sod@yahoo.com	\$100,000	SBE with the City of Tulsa
Verdign's Valley Sod Farms Falon Smith	PO Box 1, Claremore, OK 74018 918-341-8742 admin@verdignsvalley.sodfarms.com	Utilizing another SBE	SBE with the City of Tulsa

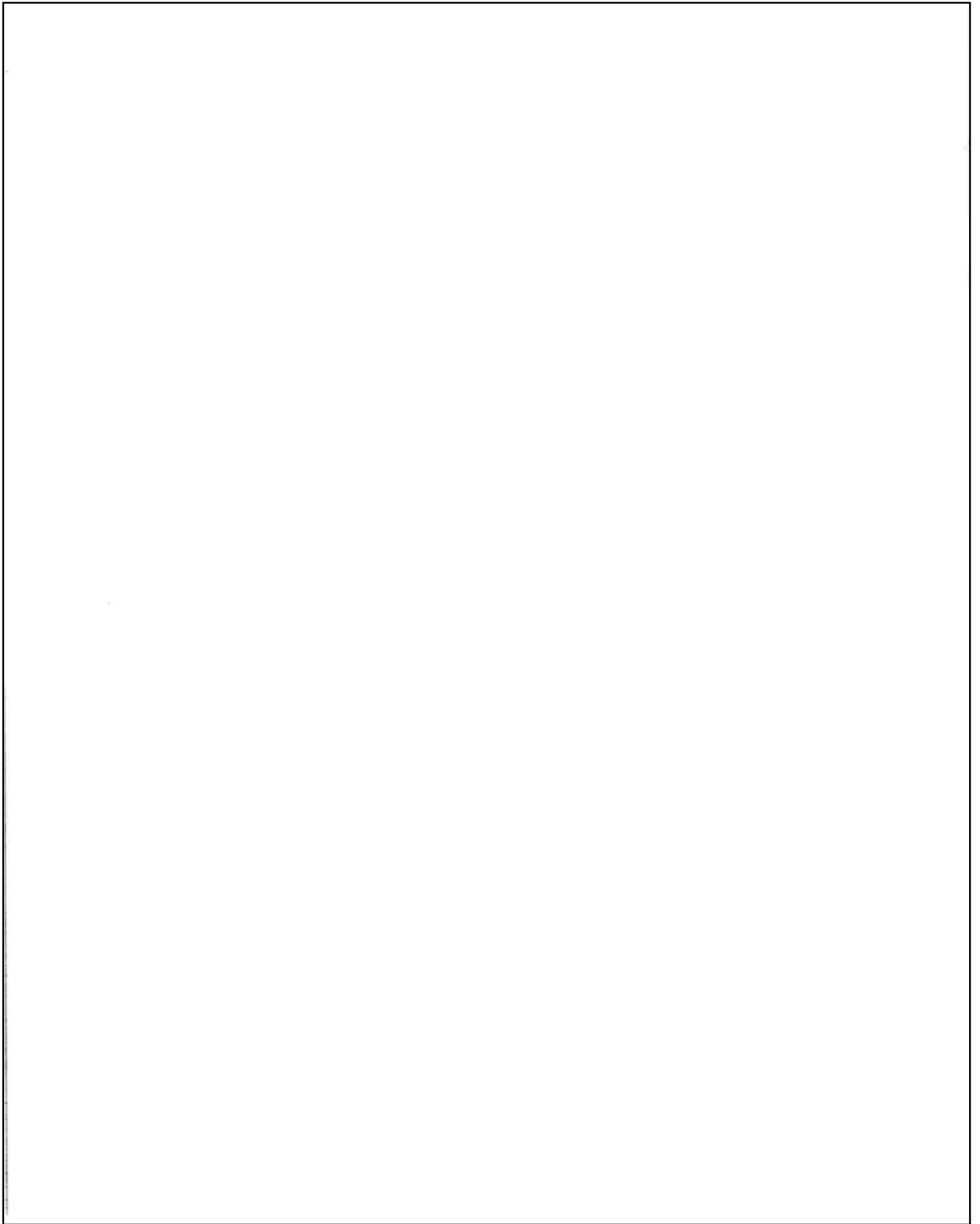
Subcontractor Name/ Company Name	Company Address/Phone/Email	Est. Dollar Amt	Currently DBE Certified?
Tulsa Land Surveying Hank Tremmel	PO Box 14276, Tulsa, OK 918-794-6777 hank@tulasasurveying.com	\$15,000	YES

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 am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Chris Walters
Title	Date
Vice President	11/12/2024

[SAM.gov](https://sam.gov) | [Wage Determinations](#)

INSERT CURRENT WAGE DECISIONS THAT APPLY TO THE
CONSTRUCTION PROJECT HERE
IN CONTRACT SPECIFICATIONS



"General Decision Number: OK20240028 08/16/2024

Superseded General Decision Number: OK20230028

State: Oklahoma

Construction Type: Heavy

County: Tulsa County in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants and industrial sites) (excludes heavy dredging and water well drilling)

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

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

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

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

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2	08/16/2024

* ELEC1002-005 06/30/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 46.38	29.5%+8.50

ENGI0627-014 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 35.65	16.50
Group 2.....	\$ 33.80	16.50
Group 3.....	\$ 33.10	16.50
Group 4.....	\$ 31.95	16.50
Group 6.....	\$ 28.90	16.50
Group10.....	\$ 25.45	16.50

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 6: Roller (Asphalt and Dirt)

GROUP 10:Oiler

IRON0584-019 06/01/2023

	Rates	Fringes
IRONWORKER (Structural, Reinforcing, and Ornamental).....	\$ 29.00	16.50

* SUOK2012-006 05/18/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 14.00 **	3.95
FORM WORKER.....	\$ 11.77 **	0.00
LABORER: Common or General.....	\$ 11.37 **	2.53
LABORER: Pipelayer.....	\$ 12.94 **	2.42
OPERATOR: Backhoe/Excavator.....	\$ 16.62 **	3.10
OPERATOR: Bulldozer.....	\$ 17.98	1.75
OPERATOR: Drill.....	\$ 17.15 **	0.78

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OPERATOR: Grader/Blade.....\$ 17.76	3.87
OPERATOR: Loader (Front End)....\$ 14.01 **	0.00
OPERATOR: Mechanic.....\$ 19.61	9.39
OPERATOR: Scraper.....\$ 16.00 **	1.55
OPERATOR: Trackhoe.....\$ 16.28 **	1.73
TRUCK DRIVER: Dump Truck.....\$ 14.64 **	1.71

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. § 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

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internal number used in producing the wage determination.
01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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"General Decision Number: OK20240053 08/23/2024

Superseded General Decision Number: OK20230053

State: Oklahoma

Construction Type: Building
Building Construction -does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Tulsa County in Oklahoma.

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

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

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

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

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BROK0005-004 06/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 26.92	13.09

* ELEC0584-006 06/01/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 36.38	7%+10.20

ELEV0083-003 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.05	37.885+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0627-020 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 35.65	16.50
Group 2.....	\$ 33.80	16.50
Group 3.....	\$ 33.10	16.50
Group 4.....	\$ 31.95	16.50
Group 8.....	\$ 26.90	16.50
Group10.....	\$ 25.45	16.50

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane and Bulldozer.

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GROUP 8: ForkLift

GROUP 10: Oiler; Semi- Trailer Truck Driver

IRON0584-025 06/01/2023

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 29.00	16.50

PLUM0430-010 07/01/2024

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 36.65	17.60

PLUM0430-019 07/01/2024

	Rates	Fringes
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 36.65	17.60

PLUM0430-020 07/01/2024

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation, excluding HVAC Unit Installation).....	\$ 36.65	17.60

* ROOF0143-001 07/01/2024

	Rates	Fringes
ROOFER.....	\$ 26.30	10.34

SHEE0270-006 06/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.49	14.60

* SUOK2012-033 07/30/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 15.08 **	1.21
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 14.96 **	1.55
CAULKER.....	\$ 20.00	1.61
CEMENT MASON/CONCRETE FINISHER...	\$ 13.72 **	1.27
DRYWALL FINISHER/TAPER.....	\$ 13.00 **	0.00

ELECTRICIAN (Alarm

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Installation).....\$ 19.48	3.34
ELECTRICIAN (Low Voltage Wiring).....\$ 20.65	3.06
ELECTRICIAN (Sound and Communications Systems Installation).....\$ 21.11	2.47
FORM WORKER.....\$ 12.69 **	0.38
LABORER: Common or General.....\$ 12.44 **	2.71
LABORER: Mason Tender - Brick...\$ 12.43 **	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 13.00 **	1.91
LABORER: Pipelayer.....\$ 12.39 **	0.00
OPERATOR: Asphalt Paver.....\$ 16.25 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 16.96 **	4.22
OPERATOR: Bulldozer.....\$ 21.07	2.48
OPERATOR: Grader/Blade.....\$ 14.28 **	1.70
OPERATOR: Loader (Front End)....\$ 16.18 **	0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....\$ 12.22 **	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 22.11	4.93
SPRINKLER FITTER (Fire Sprinklers).....\$ 21.86	1.19
TRUCK DRIVER: Dump and Flatbed Truck.....\$ 11.00 **	0.00

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

Bidder's Statement about: Equal Opportunity Clause (ARP-211)

Mark one:

- ☒ I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- ☐ I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

- ☒ I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

Bidder's Statement about: Non-Segregated Facilities (ARP-212 and ARP-212a)

- ☒ I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

Bidder's Statement about: Bonds

- ☒ I hereby certify that I will obtain and provide a Bid Bond along with my Bid.
- ☒ I hereby certify that, in the event of being awarded a Contract, I will provide a Performance Bond for 100% of the contract amount.
- ☒ I hereby certify that, in the event of being awarded a Contract, I will provide a Statutory/Payment Bond for 100% of the contract amount.
- ☒ I hereby certify that, in the event of being awarded a Contract, I will provide a Maintenance Bond for at least 1 year after construction completion, and 100% of the contract amount

Bidder's Statement about: **sam.gov registration**

Mark one:

- ☒ I have registered in SAM.gov and my status is "active".
- ☐ I am not currently registered in SAM.gov, but I will be registered and holding an "active" status prior to the beginning of any construction.

- ☒ I certify that I will actively review the SAM.gov status of all of the subcontractors in this work to verify they are registered and their status is "active".

Bidder's Statement about: **Davis Bacon Act**

If the total project cost exceeds \$10,000,000 (ten million dollars):

- ☒ I hereby certify that all of my employees will be paid according to the Davis Bacon Act.

Chris Walters, Vice President

Name and Title of Prospective Prime Contractor's Representative



Signature of Prospective Prime Contractor's Representative

Crossland Heavy Contractors, Inc.

14149 E Admiral Pl.

Tulsa, OK 74116

Name and address of Prospective Prime Contractor

Disadvantaged Business Enterprise Program (DBE) Guidance (ARP-267)

Important note: All OWRB ARPA information can be found at: <https://www.owrb.ok.gov/financing/grant/arpa.php>

The OWRB is administering the State of Oklahoma's ARPA funding for various wastewater and water quality projects. The ARPA program is federally funded, and one of the conditions of federal grant awards is for recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs).

To ensure compliance with federal DBE requirements, both **Grant Recipients (Project Owners)** and **Prime Contractors** **must** undertake the good faith efforts to provide opportunities for DBE firms to participate in contracts. Federal regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This directory can be accessed at <https://okdot.gob2g.com/Default.asp>

Good Faith Efforts: EPA's Good Faith Efforts for the Clean Water State Revolving Fund (CWSRF) will be used for the OWRB ARPA grant program. The following good faith efforts will apply to all procurement categories involving ARPA funds (See Appendices A & B).

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Please submit all information to:
Financial Assistance Division, OWRB
3800 North Classen Blvd, Oklahoma City, OK 73118
Phone: 405.530.8800, FAX: 405.530.8900
<http://www.owrb.ok.gov>

Disadvantaged Business Enterprise Program (DBE) Guidance

Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.

A: Project Owners are required to create and maintain a bidders list in accordance with Subpart E of Part 33 of EPA's Disadvantaged Business Enterprise Program rule, (§ 33.501(b)). This requirement will be adopted for projects funded through the OWRB ARPA program. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, on competitively bid ARPA funded projects. The bidders list must only be kept until the project period for the identified grant has ended. The following information must be obtained from all prime and subcontractors and can be provided on Bidders List (ARP-249):

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE

B: Project Owners are required to undertake good faith efforts. Steps 1 through 5 can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE Firms, the Project Owner should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use listings of certified DBEs from the U.S. Small Business Administration (SBA), Oklahoma Department of Transportation (ODOT), etc., to solicit DBE firms as prime contractors whenever they are potential candidates. Project Owners should advertise in minority, local and regional newspapers.
- Invite DBE firms, where appropriate, to meetings, conferences etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBE's. This includes, whenever possible, a minimum of 30 calendar days for bids or request for proposals.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid both as prime-contractors and as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.,) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- **Require prime contractor** to complete **ARP Form 6100-3 & ARP Form 6100-4** and submit with bid proposal to Project Owner.

C: Project Owners must require the prime contractor to undertake steps 1 through 5 of the Good Faith Efforts in providing DBE firms opportunity for sub-contracts.

Project Owner must provide the **DBE Guidance (ARP-267)** and associated forms to Prime Contractors for utilization of DBEs in the bidding documents.

**APPENDIX A: Project Owner, Prime Contractor and
Sub-Contractor Responsibilities**

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Project Owner Responsibilities:

- Include OWRB's DBE guidance (ARP-267) in each contract with a primary contractor.
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide **ARP form 6100-2 – DBE Subcontractor Participation Form to all DBE subcontractors** (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit **ARP form 6100-3 – DBE Program Subcontractor Performance Form and ARP form 6100-4 – DBE Program Subcontractor Utilization Form with bid package or proposal.** (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
 - h) Provide Project Owner DBE participation achievements with bid proposal – this includes all information necessary for the Owner to complete the **Bidders List (ARP-249)**. The Owner may allow the prime contractor to complete the Bidders List (ARP-249); however, the Owner is responsible for review and submittal.
- Maintain records documenting compliance with the requirements of Title 40 Part 33, including **Bidders List (ARP-249)** and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

- Provide **ARP form 6100-2 – DBE Program Subcontractor Participation Form** and **ARP form 6100-3 – DBE Program Subcontractor Performance Form** to each DBE subcontractor as part of the bid conference and prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)). Complete **ARP form 6100-4 – DBE Program Subcontractor Utilization Form** (§ 33.302(g)).
- Submit to recipient with bid package or proposal the completed **ARP form 6100-4**, plus an **ARP form 6100-3** for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Project Owner (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in (§ 33.301) if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in (§ 33.301) even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide Project Owner DBE participation achievements with bid proposal. This includes information necessary for Owner's completion of the **Bidders List (ARP-249)**.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including **Bidders List (ARP-249)** and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

Subcontractor Responsibilities:

- May submit **ARP form 6100-2 – DBE Subcontractor Participation Form** to Debra Bradford, EPA Region 6 DBE Coordinator (§ 33.302(e)). Submitted if concerns with EPA funded project (e.g., termination, late payment, etc.)
- Must complete **ARP form 6100-3 – DBE Program Subcontractor Performance Form** and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Summary of ARP Forms

<i>ARP Form</i>	<i>Requirement</i>	<i>Provided By</i>	<i>Completed By</i>	<i>Submitted To</i>
6100-2: DBE Subcontractor Participation Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors if concerns with EPA funded project (e.g., termination, late payment, etc.)	EPA Region 6 DBE Coordinator, Debora Bradford
6100-3: DBE Subcontractor Performance Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors with Prime Contractor's Signature. Completed when bidding on a job.	Project Owners as part of a bid or proposal package
6100-4: DBE Subcontractor Utilization Form	Project Owners required to have prime contractors complete the form	Project Owners to Prime Contractors	Prime Contractors to indicate the utilization of a DBE.	Project Owners as part of bid or proposal

APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS

§ 33.102 When do the requirements of this part apply?

The requirements of this part apply to procurement under ARPA Grant program agreements performed entirely within the United States, whether by a Project Owner or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must ARPA Grant program recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an ARPA Grant program agreement, even if it has achieved its fair share objectives under subpart D of this part:

- a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBE's, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's. For state and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

§ 33.302 Are there any additional contract administration requirements?

- a) Project Owners must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- b) Its prime contractor must notify Project Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- d) A project owner must require its prime contractor to employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under § 33.301 subpart D above.

- e) A recipient must require its prime contractor to provide **ARP Form 6100-2**—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. **ARP Form 6100-2** gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of **ARP Form 6100-2** directly to the appropriate EPA DBE Coordinator.
- f) A recipient must require its prime contractor to have its DBE subcontractors complete **ARP Form 6100-3**—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- g) A recipient must require its prime contractor to complete and submit **ARP Form 6100-4**—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- h) Copies of **ARP Form 6100-2**—DBE Program Subcontractor Participation Form, **ARP Form 6100-3**—DBE Program Subcontractor Performance Form and **ARP Form 6100-4**—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving a grant under federal financial assistance agreement.

§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?

A recipient cannot be penalized or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

***Source:** Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008*

APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION
FOR UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

Resource Listing	Contact Information	Website if applicable
U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.	US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722	https://www.sba.gov/
U. S. Small Business Administration (SBA) - OK. District Office	301 NW 6 th St. Oklahoma City, OK 73102 Phone: 405.609.8000	https://www.sba.gov/offices/district/ok/oklahoma-city
Minority Business Development Administration (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.	1401 Constitution Ave NW Washington, D.C. 20230 Email: support@mbda.gov Phone: (202) 482-2000	http://www.mbda.gov/
Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the websites.	U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200	http://www.bls.gov/iag/tgs/iag_index_naics.htm
Oklahoma Department of Transportation (ODOT) and the <u>Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE)</u> . Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory	200 NE 21 st Street Oklahoma City, OK 73105 Phone: 405.521.2082	https://okdot.gob2g.com/Default.asp .
US EPA Office of Small and Disadvantaged Business Utilization (OSDBU): advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.	USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075	https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu Select "search the OSBP Registry" Click on the search criteria of interest (ethnicity, size, SIC, etc.)

National Black Chamber of Commerce	4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: info@nationalbcc.org	http://www.nationalbcc.org
U.S. Hispanic Chamber of Commerce	424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212	http://www.usbcc.com
National Association of Minority Contractors (NAMC)	910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 info@namcnational.org	http://namcnational.org/
National Association of Women's Business Owners (NAWBO)	601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788	www.nawbo.org
National Minority Supplier Development Council, Inc. (NMSDC)	1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611	http://www.nmsdc.org/
Native American Development Corporation (NADC) - provides technical assistance, financial lending opportunities, and champions small businesses	17 N. 26th St. Billings, MT 59101 Phone: (406) 259-3804 Fax: (406) 259-4569 Email: nadcptac@nadc-nabn.org	http://www.nadc-nabn.org/
City of Tulsa – Small Business Enterprise Program Maintains a list of Minority and Female business Enterprises that are certified through the “building Resources in Developing and Growing Enterprises	175 E. 2nd St. Tulsa, OK. 74103 Phone: (918) 596-7818	https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/ Click on the ‘member list”
Southwest Minority Supplier Development Council: Maintains lists of certified Minority Business Enterprises in Oklahoma	7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900	http://www.smsdc.org/

National Association of Women in Construction (NAWIC)	327 S. Adams Street Fort Worth, TX 76104 Phone: 800-552-3506 817.877.5551 Fax: 817.877.0324	http://www.nawic.org/
Bureau of Indian Affairs - Maintains a list of Native American Contractors and Suppliers by Trade	P.O. Box 368 (1 Mile North on Hwy 281) Anadarko, OK 73005 Phone: (405) 247-6673 Fax: (405) 247-5611	https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development
Oklahoma Department of Commerce Certification Programs and information	900 N Stiles Ave. Oklahoma City, OK 73104 Phone: (405) 815-6552 Toll-Free: (800) 879-6552	https://www.okcommerce.gov/doing-business/#business-services
Cherokee Nation Tribal Employment Rights Office - Maintains a directory of Indian-owned businesses	Cherokee Nation TERO Dept. P.O. Box 948 Tahlequah, OK 74465 Phone: (918) 453-5334 or Toll Free: 800-256-0671 ext. 5334	http://cherokeetero.com/

AFFIDAVITS

State of Oklahoma ss.
County of Tulsa

Chris Walters, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Glenpool (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

If none of the business relationship herein above mentioned exists, affiant should so state.

Chris Walters
Subscribed and sworn to before me this 12th day of November, 2024.

Delissa McIntyre
Notary Public Signature

My Commission Expires: June 27, 2027



**CERTIFICATE OF APPROVAL OF CONTRACTS AND BONDS BY LOCAL
ATTORNEY**

I, the undersigned _____,
the duly authorized and acting legal representative of the _____,
after careful examination of the Contract between this Entity and
_____, and the surety bonds given by the contractor in
connection with the performance of said contract, do hereby certify that:

1. Each of the aforesaid agreements has been duly executed by the proper parties thereto,
acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of
the respective parties named therein.
3. The foregoing contract and surety bonds, as applicable, constitute valid and legally binding
obligations upon the parties executing the same in accordance with the terms, conditions,
and provisions thereof.

Dated this ____ day of _____, 20 ____.

Attorney's signature



14149 E Admiral
Tulsa, Oklahoma 74116
t 918.712.1441
f 918.712.2044

November 11, 2024

Re: Certificate of Approval Form for Crossland Heavy Contractors, Inc. Bid on Glenpool WWTP
"Project": owned by Glenpool Utility Services Authority (GUSA) and the City of Glenpool "Owners".

To Whom it May Concern:

Crossland Heavy Contractors Inc. ("Crossland") is submitting a bid on the above-described construction Project.

Please know that if a construction contract is executed by and between Crossland and Owner for this Project, and if surety bonds are required of Crossland in connection with such Project, I, as attorney for Crossland intend to execute the attached "Certificate of Approval of Contracts and Bonds by Local Attorney".

If you require any other information or documentation, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gina Atteberry".

Gina Atteberry
Attorney for Crossland Heavy Contractors, Inc.

Delissa McIntyre

Subject:

FW: Document for Bid

From: Gina Atteberry <gatteberry@crossland.com>

Sent: Monday, November 11, 2024 2:28 PM

To: Delissa McIntyre <dmcintyre@heavycontractors.com>; Legal <legal@crossland.com>

Subject: RE: Document for Bid

We can't fill out this form unless the contract is actually signed and we have bonds from our surety for the project. Once those steps have occurred (if they occur) we would need to review the contract and bonds and then we can sign this certificate - but only with respect to Crossland. We can't make any representation about the Owner (which is another separate issue with the certificate).

At any rate, the most pressing issue is explained by carefully reading the bullet points:

1. *Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives. [Here they are talking about the signed construction contract and the bonds that Crossland will provide. However, if we don't have an executed contract and bonds, we can't say that they have been executed.]*
3. *The foregoing contract and surety bonds, as applicable, constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof. Again, there is no contract or bonds, so they are most certainly not binding upon us or anyone.*

CROSSLAND

CONSTRUCTION COMPANY, INC.

Gina Atteberry

General Counsel

833 S. East Ave. P.O. Box 45
Columbus, KS 66725

c: 620-429-9159

t: 620-429-1414 I f: 620-429-4991

gatteberry@crossland.com

www.crossland.com



Trust – Responsibility – Integrity – Passion



501 S East Avenue | PO Box 350
Columbus, Kansas 66725
t 620.429.1410
f 620.429.2977

CORPORATION CERTIFICATE OF INCUMBENCY

Certificate of Secretary

The undersigned Secretary of Crossland Heavy Contractors, Inc. ("Company") hereby certifies:

That at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 27th day of October 2023, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson, Erick Lowe 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 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.

IN WITNESS WHEREOF, I have executed this certificate this 12th day of November 2024:

X Holly Rhodes

Holly Rhodes
Secretary



51 Corporate Woods
9393 W. 110th St., Suite 600
Overland Park, KS 66210
P: 913.982.3650 F: 913.982.3495

MEMO

To: Glenpool Utility Services Authority (GUSA) and the City of Glenpool (City)
From: Morgan Wilkerson-Liu
Date: November 6, 2024
Contractor: Crossland Heavy Contractors, Inc.
Subject: Workers' Compensation
NCCI Experience Modification History

We are providing the Workers' Compensation history for Crossland Heavy Contractors, Inc. NCCI Experience Modification as follows:

4/30/24 - .59
4/30/23 - .69
4/30/22 - .77

Should you require any additional information, please don't hesitate to contact us.

Sincerely,

IMA, Inc.
Morgan Wilkerson-Liu
Account Executive

IMACORP.COM

Delissa McIntyre

From: Morgan Wilkerson-Liu <morgan.wilkersonliu@imacorp.com>
Sent: Wednesday, November 6, 2024 4:07 PM
To: Delissa McIntyre
Cc: Chris Walters; David Robinson; Travis Sills; Legal; KC Crossland Distribution
Subject: Insurance Review - Glenpool Utility Services Authority (GUSA) and the City of Glenpool (City) - Glenpool WWTP Improvements
Attachments: Insurance Review - CHC Glenpool Utility Services and City of Glenpool - Glenpool WWTP Improvements.docx; RiskMeter report for 11 E 136TH PL GLENPOOL, OK 74033-2750.pdf; CHC EMR - Glenpool.docx

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Delissa,

Please see the attached Insurance Review and RiskMeter Flood Map for Glenpool Utility Services – WWTP project bidding next week.

Additionally, you will find the EMR Letter attached for the information requested in Article 4.02 and outlined below for Article 7.01:

Insurance Provider: Zurich
Type of Policy: General Liability, Automobile Liability, Workers Compensation, Umbrella Liability
Are providers licensed or authorized to issue policies in the Project location? Yes
Does provider have an A.M. Best Rating of A-VII or better? Yes
Mailing address: 7045 College Blvd, Overland Park, KS 66211
Physical address: Same as Mailing
Phone (main): 913-339-7444
Phone (claims): 1-800-987-3373

Good luck with your bid!



MORGAN WILKERSON-LIU NPN19716716
ACCOUNT EXECUTIVE

OFFICE (913)982-3650 | DIRECT (913)982-3656 | MOBILE (913)563-9532
morgan.wilkersonliu@imacorp.com

This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return mail and delete this communication and destroy all copies. **Please remember requests to bind or change coverage cannot be considered bound until you have received confirmation from an authorized IMA representative.** IMA, Inc., dba IMA Insurance Services, CA License #0H64724

**CROSSLAND HEAVY CONTRACTORS, INC.**

Unique Entity ID XLWJNERE6ER3	CAGE / NCAGE 1LD33	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 1, 2025	
Physical Address 501 S East AVE Columbus, Kansas 66725-2375 United States	Mailing Address 501 S East Avenue Columbus, Kansas 66725-2307 United States	

Business Information

Doing Business as (blank)	Division Name Crossland Heavy Contractors, Inc.	Division Number (blank)
Congressional District Kansas 02	State / Country of Incorporation Kansas / United States	URL https://www.crossland.com/crossland-heavy-contractors/

Registration Dates

Activation Date Nov 5, 2024	Submission Date Nov 1, 2024	Initial Registration Date Nov 30, 2009
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Apr 28, 1993	Fiscal Year End Close Date Jul 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected