

**CITY OF CRETE
CRETE MUNICIPAL AIRPORT, CRETE, NEBRASKA
AIP PROJECT NO. 3-31-0022-017/018/019/020**

PROPOSAL FORM

ALL PAGES (1-23) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

TO: City of Crete
Owner

THE BID OF B-D Construction, Inc.
Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment, and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
BASE BID						
1	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 20,000.00	\$ 20,000.00
2	C-102	Temporary Seeding	1.0	AC	\$ 2,600.00	\$ 2,600.00
3	C-102	Erosion Control Blanket [NDOT Class 1C]	2,341	SY	\$ 2.50	\$ 5,853.00
4	C-102	Installation and Removal of Wattle Barrier	75	LF	\$ 8.00	\$ 600.00
5	C-105	Mobilization [N.T.E. 10%]	1	LS	\$ 10,000.00	\$ 10,000.00
6	P-101	Asphalt Pavement Removal	117	SY	\$ 18.00	\$ 2,106.00
7	P-101	Concrete Pavement Removal	1,249	SY	\$ 18.00	\$ 22,482.00
8	P-101	Marking Removal	93	SF	\$ 8.00	\$ 744.00
9	P-101	Hangar Removal	1	LS	\$ 85,000.00	\$ 85,000.00
10	P-152	Embankment In Place	1,410	CY	\$ 25.00	\$ 35,250.00
11	Olsson-200	6" Aggregate Base Course	1,954	SY	\$ 32.00	\$ 62,528.00
12	P-501	6" Concrete Pavement	1,940	SY	\$ 98.00	\$ 190,120.00
13	P-501	Concrete Mix Design	1	LS	\$ 22,000.00	\$ 22,000.00
14	T-901	Seeding	1.0	AC	\$ 2,600.00	\$ 2,600.00
15	L-108	1/c No. 8 AWG 5kV, L-824, Type C Cable, Installed in Conduit	265	LF	\$ 18.00	\$ 4,770.00
16	L-108	No. 6 AWG, Solid Bare Copper Counterpoise Wire, Installed In Trench, Including Connections/Terminations	55	LF	\$ 36.00	\$ 1,980.00
17	L-110	Pushed or Directional Bored Electrical Conduit, 1-Way, 2" SCH 80, Minimum 24" Cover	55	LF	\$ 22.00	\$ 1,210.00

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
18	L-125	Base-Mounted Light Removal	4	EA	\$ 1,200.00	\$ 4,800.00
19	L-125	Taxiway Light Structure Replacement (L-867B)	2	EA	\$ 6,000.00	\$ 12,000.00
20	Olsson-100	Construction Layout and Stakes	1	LS	\$ 10,000.00	\$ 10,000.00
21	Olsson-101	Temporary Safety and Phasing Procedures	1	LS	\$ 6,000.00	\$ 6,000.00
22	Sheets G000-S202	2-Bay Box Hangar (1 Bay 50' x 80' and 1 Bay 60' x 80') Pre-Engineered Metal Building, Including Installation of 1 50'-0" x 18'-0" Clear Opening Door and 1 60'-0" x 18'-0" Clear Opening Door, Exterior Walk Doors, and Miscellaneous Appurtenances per Plans and Specifications	1	LS	\$ 733,000.00	\$ 733,000.00
23	Sheets G000-S202	Concrete Footings, 6" Reinforced Concrete Slab, 6" Aggregate Base Course, Structural Stoops for Exterior Walk Doors	1	LS	\$ 198,400.00	\$ 198,400.00
24	Sheets E001-E500	Hangar Electrical System Including but not Limited to Electrical Service from Existing Pedestal to Proposed Hangar, Service Meters, Electrical Distribution Panels, Interior and Exterior Lighting, In-Floor Hangar Grounding, Fans, and Power Outlets in Hangar and Miscellaneous Appurtenances for a Complete System per the Plans and Specifications	1	LS	\$ 115,000.00	\$ 115,000.00
SUBTOTAL BASE BID					\$ 1,549,043.00	
ALTERNATE BID NO. 1						
25	Sheets M100-M200	Hangar Heating System Including but not Limited to Forced Air Heat System (Gas Fired), New Gas Stub Out to a Point of 10' Outside of the Building, Connections to Gas Meter Provided by Others, Water Rough ins to a Point 10' Outside of the Building and Miscellaneous Appurtenances for a Complete System per the Plans and Specifications	1	LS	\$ 35,000.00	\$ 35,000.00
SUBTOTAL ALTERNATE BID NO. 1					\$ 35,000.00	
TOTAL BASE BID + ALTERNATE BID NO. 1					\$ 1,584,043.00	

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

- b. The BIDDER acknowledges and accepts that the bid documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the bid documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a bid bond or certified check in the amount of 5% of the total amount of the bid. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, they will execute the contract within fifteen (15) days of the notice-of-award and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the BIDDER acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written Notice to Proceed as issued by the OWNER. The undersigned further agrees to complete the Project within the contract time allowance(s) as specified in the Notice to Bidders from the commencement date specified in the Notice to Proceed.
- h. The BIDDER acknowledges and accepts that upon failure to complete each Phase or Element within the respective specified contract time allowance, the Contractor shall pay the non-penal sum prescribed in the Notice to Bidders as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of 0% for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, Utilization Statement and Letter of Intent.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

- k. The undersigned agrees to comply with all current and applicable federal, state, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- l. The BIDDER acknowledges that this project is subject to the FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, regarding the Prohibition of Covered Unmanned Aircraft Systems (UAS), and certifies that it will comply with all applicable requirements and restrictions related to the procurement and operation of UAS on this project.
- m. The undersigned acknowledges that the project is subject to FAA's current Federal Provisions as provided here-in. The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.
- n. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- o. The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Neb. Rev. Stat. § 73-104, (reissue 2016), in the pursuit of their business and in the execution of the contract pursuant to this bid.

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress, or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress, or performance of the work.
- g. The BIDDER is familiar with all applicable federal, state, and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER'S has direct or indirect financial interest in this proposal.

b. **Trade Restriction Certification:** (49 CFR Part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

c. Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

d. Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

e. Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

f. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

The bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified with the apparent low bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy American certification.

g. **Additional Insurance Charge:** If there is an additional charge for the insurance naming the City of Crete and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Crete and the Engineer as an additional insured per the Special Provisions. \$ zero

h. **DBE Utilization:** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please check the appropriate box and if checking the second box, fill in the blank.)

The bidder/offeror is committed to a minimum of 0% DBE utilization on this contract.

~~The bidder/offeror, while unable to meet the DBE goal of 0%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).~~

i. **Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions:** The applicant must complete the following two certifications' statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts. (Please check the appropriate box for Statement No. 1 & Statement No. 2.)

Certification Statement No. 1:

The applicant **represents that it is a** corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Address: 2154 East 32nd Avenue Title: Vice President
City, State, Zip Columbus, NE 68601 Federal ID No. 47-0530649
Phone 402-564-1225 DBE / Non-DBE Status⁽¹⁾ Non-DBE
Fax 402-564-9999 NAICS Code⁽²⁾ 238120
Email chris1@bdconstructioninc.com Race of Majority Owner⁽³⁾ Other
Gender of Majority Owner Male
Age of Firm 62 years
Annual Receipts⁽⁴⁾ E

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the prime contractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than \$1 million; B) \$1-3 million; C) \$3-6 million; D) \$6-10 million, or E) more than \$10 million.

Certification of Compliance with FAA Buy American Preference Equipment/Building Projects

PROJECT NAME:	CONSTRUCT 2-BAY BOX HANGAR AND APPROACH
AIRPORT NAME:	CRETE MUNICIPAL AIRPORT
AIP NUMBER:	3-31-0022-017/018/019/020

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:


- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 26, 2026

 Date
 B-D Constructioninc, Inc.

 Company Name

Signature  Chris Langan

 Vice President

 Title

Buy American Waiver Request

Title 49 U.S.C Section 50101 (b)

For Airfield Development Projects funded under the Airport Improvement Program

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: _____

- Section 50101(b)(4). Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Signature

Date

Bidder's Firm Name

Title

Instructions for Section 50101(b)(3) Waiver:

1. "Equipment" in Section 50101 shall mean the following:
 - a) Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - b) Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - c) A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - d) Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:
https://www.faa.gov/airports/aip/buy_american/
 - e) Items listed under the Project Specific Buy American Waivers, please refer to the following webpage:
https://www.faa.gov/airports/aip/buy_american/
2. The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
3. Components/subcomponents are the material and products composing the "equipment".
4. The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
5. All steel used in the "Equipment" must be produced in the United States.
6. The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
7. The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

1. The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

Yes No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.

- CONFIDENTIAL -

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT

Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: _____ **Date:** _____

Name: _____

Title: _____

FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

Applicable FAA Waiver Type

- Type I Public Interest (HQ Only)
- Type II Nonavailability (HQ Only)
- Type III More than 60% and Final Assembly within the U.S.
- Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

Applicable FAA Waiver Scope

- Project Specific
- Nationwide – (General Applicability) (For HQ Only)

Justifications

- Manufacturing Extension Partnership (MEP) Coordinated

FAA Official's Signature:

End of FAA-Use Only Section


**UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.
(Please mark the appropriate box and if checking the second box, fill in the blank.)

- The bidder/offeror is committed to a minimum of 0% DBE utilization on this contract.
- ~~The bidder/offeror, while unable to meet the DBE goal of 0%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).~~

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

B-D Construction, Inc.
Bidder's/Offeror's Firm Name


Signature Chris Langan

3-26-26
Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Regular Dealer*	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Distributor*	\$ _____ x 0.40 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal**			_____ %

* If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, count 40 percent of the cost of materials or supplies (including transportation costs), as defined in § 26.55(e)(2)(iv)(A), (B), and (C) and (e)(3). **The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.**

** If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: _____
 Authorized Representative: _____
 Phone: _____ Email: _____

DBE Firm: DBE Firm: _____
 Authorized Representative: _____
 Phone: _____ Email: _____

DBE Certifying Agency: _____ **Expiration Date:** _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Manufacturer
 Regular Dealer* Distributor* Broker*

* The "DBE Regular Dealer / Distributor Affirmation Form" must be completed to make this determination.

Work item(s) to be performed by DBE	Description of Work Item	NAICS Code	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is DBE contract amount: \$ _____.

The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it **must enter into a subcontract with the DBE firm identified above** that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror's Authorized Representative Date: _____

The above-named DBE firm affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

Signature of Bidder/Offeror's Authorized Representative Date: _____

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



U.S. Department of
Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? YES NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? YES NO (If "YES," Go to Question 2. If "NO" Continue.)
- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory? YES NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? YES NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)? YES² NO³

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? YES² NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

SUBCONTRACTOR'S LIST

ALL subcontractors must be listed.

Except for DBE firms included in the Letter(s) of Intent, use of subcontractors on this list is not mandatory. CFR § 26.11(c) requires airport sponsors to collect bidders list information from all bidders at the time of bid submittal. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). Attach additional pages if necessary.

AIP Project No.: 3-31-0022-017/018/019/020

Airport Name: Crete Municipal Airport

Project Description: Construct 2-Bay Box Hangar and Approach

Airport Location: Crete, Nebraska

Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
Midland Door Solutions, LLC	1021 7th Street NE	West Fargo, ND	58078	Yes <input checked="" type="checkbox"/> No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾
238350	Caucasion	Male	31 years	N/A
Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
Electronic Contr. Solutions, LLC	3211 E 23rd Street Suite 100	Columbus, NE	68601	Yes <input checked="" type="checkbox"/> No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾
238210	Caucasion	MAle	2 years	\$8M
Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
Mid-State Engineering	402 31st Avenue	Columbus, NE	68601	Yes <input checked="" type="checkbox"/> No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾
541330	Caucasion	Male	32 years	N/A
Firm Name	Street Address	City, State	Zip	DBE ⁽¹⁾
Getzschman Heating	1700 E 23rd Street	Fremont, NE	68025	Yes <input checked="" type="checkbox"/> No
NAICS Code(s) ⁽²⁾	Race of Majority Owner ⁽³⁾	Gender of Majority Owner	Age of Firm	Annual Gross Receipts ⁽⁴⁾
238220	Caucasion	Male	75 years	\$20M

(1) Indicate if the firm is currently certified as a DBE by the state Department of Transportation for the state in the which the project is located.

(2) NAICS is the North American Industry Classification System. Only list the codes for the work that is proposed to be completed by the subcontractor. Information on NAICS can be found at www.census.gov/naics

(3) Use only these race/ethnicity classifications from 49 CFR part 26: Black American; Hispanic American; Native American; Asian Pacific American; Subcontinent Asian American; or Other

(4) Report the gross receipts using the following range of values: A) less than \$1 million; B) \$1-3 million; C) \$3-6 million; D) \$6-10 million, or E) more than \$10 million.

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
B-D Construction, Inc.
2154 East 32nd Avenue
Columbus, NE 68601

SURETY:

(Name, legal status and principal place of business)
Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
City of Crete, Nebraska
243 East 13th Street
Crete, NE 68333-0086

BOND AMOUNT: FIVE PERCENT OF AMOUNT BID (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Crete Municipal Airport - Construction 2-Bay Box Hangar & Approach

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of March, 2026



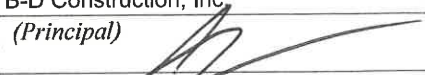
(Witness)

B-D Construction, Inc.

(Principal) *(Seal)*



(Witness)



(Title) Chris Langan, Vice President
Swiss Re Corporate Solutions America Insurance Corporation


(Surety) *(Seal)*
(Title) Maura P. Kelly, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOAN LEU, MAURA P. KELLY, JACQUELINE L. DREY, DUSTIN COOPER, ALEX MAUSBACH and JUSTIN TOMLIN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of APRIL, 20 25

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature of Karen M. Szweda]

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of March, 20 26.



[Signature of Jeffrey Goldberg]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC