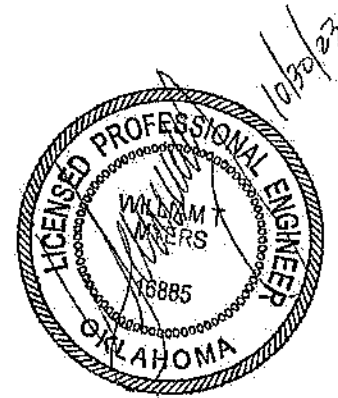




CITY OF MANGUM
WATER SYSTEM IMPROVEMENTS
MECE PROJECT NUMBER 223138
DWSRF P-40-2002802-02
ADDENDUM NO. 1
OCTOBER 30, 2023



General:

- The cost of installing a radio transceiver into the meter lid shall be included in the other items bid. This cost shall include creating a hole in the meter lid and all tools and labor required to do so.
- The contractor shall furnish and install the necessary parts so that the new meter will fit within the existing meter setter dimensions.
- The contractor shall keep a Meter Change Out Data inventory for all the meters being replaced. This inventory shall include:
 - o Date Installed
 - o Address of Meter
 - o Account Number
 - o Old Meter Serial Number
 - o Meter Size
 - o Old Meter Reading at Time of Installation of New Meter
 - o New Meter Serial Number
 - o Endpoint ID
 - o Latitude and Longitude of Meter Location
 - o Material Type of Service Lines on Customer and City Side
 - o Relevant Notes
- The City of Mangum currently utilizes Incode billing software. The contractor shall provide integration services to the city so that the data from the new meters can be uploaded to the existing software.

To the Specs:

- Alternate bid item D.1, "Meter Pit Cleanout" has been added to the bid proposal. This item shall be the cleanout of the existing meter pit to allow for the proper installation of the proposed meter. This item shall include all tools, equipment, excavation, disposal of materials and any labor incidental to cleaning out the meter pit.
- Alternate Bid Item D.2, "Service Line Repair - Customer Side" has been added to the bid proposal. This item shall be the repair of a leak in the service line on the customer's side near the meter box caused by the typical installation of the proposed meter. This item shall include all parts, tools, equipment and any labor incidental to the repair of the service line. This item does not cover the repair of an existing leaking service line. Care shall be taken to avoid damaging the existing lines.

END ADDENDUM #1

MYERS ENGINEERING, CONSULTING ENGINEERS, INC.
13911 Quail Pointe Drive
Oklahoma City, OK 73134
405-755-5325
405-755-5373 fax
LICENSE CA121, Renewal Date 6/30/2025



**BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02
ADDENDUM NO. 1**

Date 10/30/2023

Proposal of CORE & MAIN LP (Hereinafter called "Bidder"), organized and existing under the laws of the State of FLORIDA doing business as PARTNERSHIP (a corporation), (a partnership), (an LLC, limited liability corporation), (a PLC, a private limited corporation), or (an individual).

To: City of Mangum
201 N. Oklahoma
Mangum, OK 73554

Gentlemen:

In compliance with your Notice to Bidders, Bidder hereby proposes to perform all work for the water system improvements as designated in the Notice to Bidders and at the prices stated below.

By submission of the Bid, each bidder certifies, and in the case of the joint bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreements to any matter relating to this Bid with any other bidder or with any competitor.

Bidders must satisfy themselves by personal examination of the location of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert there was any misunderstanding in regard to the nature or amount of work to be done.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay \$1500.00 as liquidated damages for each consecutive calendar day thereafter completion date specified in the Notice to Proceed.

Bidder acknowledges receipt of the following addenda: #1

NOTE: Bids shall not include sales tax and all other applicable taxes and fees.

Amounts are to be shown in figures.

Bidder agrees to perform all the work described in the Contract Documents for the following prices:



BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT No. 223138
DWSRF Project No. P40-2002802-02
ADDENDUM No. 1

ITEM No.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
Section A - Neptune Water Meters					
A.1	1,565.00	Ea.	*5/8x3/4 METER ENHANCED R9001 W/6' EXT ANTENNA PLASTIC BOTTOM(MEETS BABA REQUIREMENT) 5/8" Mech 10 R900 Meter	\$ 265.00	\$ 414,725.00
A.2	2.00	Ea.	3" Mach 10 R900 Meter	\$ 2,650.00	\$ 5,300.00
A.3	2.00	Ea.	6" Mach 10 R900 Meter	\$ 5,350.00	\$ 10,700.00
A.4	1.00	LS	Drive By System	\$ 15,800.00	\$ 15,800.00
			Total Section A Bid	\$ 446,525.00	
Section A - Installation					
A.5	1,565.00	Ea.	5/8" Meter Installation	\$ 72.00	\$ 112,680.00
A.6	2.00	Ea.	3" Meter Installation	\$ 410.00	\$ 820.00
A.7	2.00	Ea.	6" Meter Installation	\$ 1,060.00	\$ 2,120.00
			Total Section A Installation Bid	\$ 115,620.00	
Section B - Sensus Water Meters					
B.1	1,565.00	Ea.	5/8" x 3/4" iPeri Meter	\$	\$
B.2	2.00	Ea.	3" iPeri Meter	\$	\$
B.3	2.00	Ea.	6" iPeri Meter	\$	\$
B.4	1,569.00	Ea.	Smart Points - 520M - Single Port	\$	\$
B.5	1.00	LS	Drive By System	\$	\$
			Total Section B Bid	\$	\$
Section B - Installation					
B.6	1,565.00	Ea.	5/8" Meter Installation	\$	\$
B.7	2.00	Ea.	3" Meter Installation	\$	\$
B.8	2.00	Ea.	6" Meter Installation	\$	\$
			Total Section B Installation Bid	\$	\$
Section C - Master Meter Water Meters					
C.1	1,565.00	Ea.	5/8" Sonata Ultrasonic Meter	\$	\$
C.2	2.00	Ea.	3" Octave Ultrasonic Meter	\$	\$
C.3	2.00	Ea.	6" Octave Ultrasonic Meter	\$	\$
C.4	1.00	LS	Drive By System	\$	\$
			Total Section C Bid	\$	\$
Section C - Installation					
C.5	1,565.00	Ea.	5/8" Meter Installation	\$	\$
C.6	2.00	Ea.	3" Meter Installation	\$	\$
C.7	2.00	Ea.	6" Meter Installation	\$	\$
			Total Section C Installation Bid	\$	\$
Section D - Alternate 1					
D.1	1.00	Ea.	Meter Pit Cleanout	\$	\$
D.2	1.00	Ea.	Service Line Repair - Customer Side	\$	\$
			Total Section D Bid	\$	\$

The owner will award the bid in the best interest of the owner.

BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02
ADDENDUM NO. 1



The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the *City of Mangum/Mangum Utility Authority*. The prime contractor agrees to further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *City of Mangum/Mangum Utility Authority*.

By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the Davis-Bacon Act including prevailing wage rates and the Contract Work Hours and Safety Standards Act.

By submitting a bid/proposal under this solicitation, the Bidder certifies that all Iron and Steel used in the project are produced in the United States in accordance with the "Safe Drinking Water Act, Section 1452(a)(4).

By submitting a bid/proposal under this solicitation, the Bidder shall submit American Iron and Steel Certification Form DW-501 with the bid.

By submitting a bid/proposal under this solicitation, the Bidder certifies that all iron, steel, manufactured products, and construction materials for the project will meet the BABA requirements in the United States in accordance with the "Infrastructure Investment and Jobs Act, H.R. 3684."

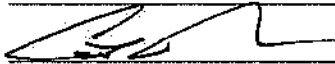
It is understood that this is to be a unit price contract based on plans and specifications and that in considering the lowest and best bid, the Owner shall have the right to change the estimated quantities of any item or to eliminate any item in full and to award the contract in the best interest of the Owner. It is understood that this is to be a unit price contract based on plans and specifications and that in considering the lowest and best bid, the Owner shall have the right to change the estimated quantities of any item or to eliminate any item in full and to award the contract in the best interest of the Owner. The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract WITHIN 10 DAYS and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of \$(5% OF SUM) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder understands that the number of consecutive calendar days allowed to complete all work under this contract are 120 consecutive calendar days

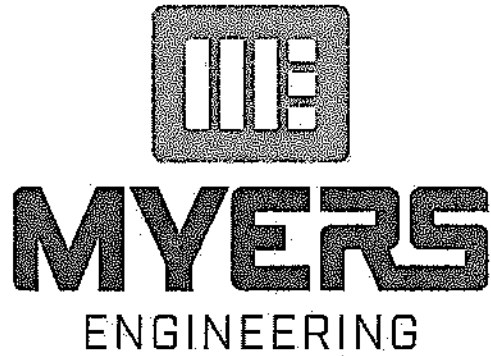
Respectfully submitted,

BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02
ADDENDUM NO. 1

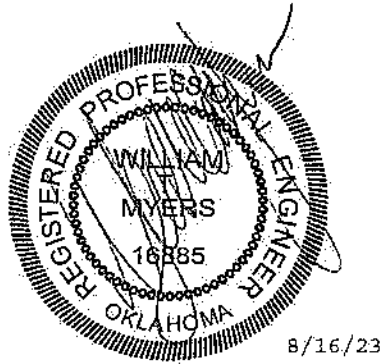


FIRM (PRINT): CORE & MAIN LP
SIGNATURE: 
NAME (PRINT): COLTON BREWER
TITLE (PRINT): OPERATIONS MANAGER
ADDRESS: 14701 E 116TH ST N.
OWASSO, OK 74055
PHONE: 918-586-7100
E-MAIL ADDRESS: leona.woodson@coreandmain.com
FIRM ID NO.: 03-0880887
SAM NO.: YXNPHTHLB8R6
UEI NO.: 627564029
SEAL (Corporation)

The Qualification to Bid of Core & Main LP is attached hereto and incorporated by reference as though fully set forth herein."



**SPECIFICATIONS AND CONTRACT DOCUMENTS
WATER SYSTEM IMPROVEMENTS
FY 2024 WATER METER REPLACEMENT
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02**



AUGUST 2023

LICENSE CA121, Renewal Date 6/30/2025

*Myers Engineering, Consulting Engineers, Inc.
13911 Quail Pointe Drive
Oklahoma City, Oklahoma 73134
405-755-5325*

**Oklahoma Drinking Water State Revolving Fund
 WATER SYSTEM IMPROVEMENTS
 FOR THE CITY OF MANGUM / MANGUM UTILITY AUTHORITY
 MECE PROJECT NUMBER 223138
 DWSRF PROJECT NO. P40-2002802-02**

<u>BID DOCUMENTS</u>	<u>FORM (Pages)</u>
Advertisement for Bids.....	<u>DW-003ADV</u> (3)
Information for Bidders.....	(4)
Bid Proposal.....	(4)
Bid Bond.....	<u>DW-416B</u> (1)
Non-Collusion Affidavit.....	<u>DW-412</u> (1)
Business Relationships Affidavit.....	<u>DW-413</u> (1)
Payroll Affidavit.....	(1)
Wage Decisions.....	DW-402(Green Sheets)(5)
Labor Standards Certificate for Bidding.....	<u>DW-074A</u> (1)
Labor Standards Certificate for Project Close-out.....	<u>DW-074B</u> (1)
EPA Form DBE Subcontractor Participation.....	<u>6100-2</u> (2)
EPA Form DBE Subcontractor Performance.....	<u>6100-3</u> (2)
EPA Form DBE Subcontractor Utilization.....	<u>6100-4</u> (2)
Statement Regarding Equal Opportunity Compliance.....	<u>DW-211</u> (1)
Certification of Non-Segregated Facilities.....	<u>DW-212</u> (1)
Incorporation of Equal Opportunity Clauses.....	<u>DW-212a</u> (1)
Certification Regarding Lobbying.....	<u>DW-414</u> (1)
Disadvantaged Business Enterprise Program Guidance.....	<u>DW-700</u> (2)
Bidder's American Iron & Steel Certification.....	<u>DW-501</u> (2)
Bidder's Build America Buy America Certification.....	<u>DW-502</u> (2)
EPA Form Debarment & Suspension.....	<u>5700-49</u> (3)
<u>CONTRACT DOCUMENTS</u>	
Agreement.....	(5)
Performance Bond.....	<u>DW-416P</u> (1)
Statutory Bond.....	<u>DW-416S</u> (1)
Maintenance Bond.....	<u>DW-416M</u> (1)
Notice of Award.....	<u>DW-417</u> (1)
Notice to Proceed.....	<u>DW-418</u> (1)
Claim or Invoice Affidavit.....	<u>DW-415</u> (1)
Certificate of Approval of Contract and Bonds.....	<u>DW-419</u> (1)
<u>GENERAL REQUIREMENTS</u>	
General Conditions.....	0700
Supplemental Conditions for DWSRF Projects.....	<u>DW-185 (Pink Sheets)</u> (18)
Supplementary Conditions.....	0800
Sales Tax Exemption.....	0900
Basic Requirements.....	1001
Unit Prices.....	1020
Application for Payment.....	1027
Affidavit, Application of Payment, Work Change Directive, Change Order, Field Order and Certificate of Substantial Completion Field Engineering.....	1050
Submittals.....	1300
Progress Schedules.....	1310
Testing Laboratory Services.....	1410
Construction Facilities & Temporary Controls.....	1500
Material and Equipment.....	1600
Contract Closeout.....	1700
Application for Payment.....	(4)

TECHNICAL PROVISIONS

NEPTUNE WATER METER SPECIFICATIONSSECTION 01
SENSUS WATER METER SPECIFICATIONSSECTION 02
MASTER METER WATER METER SPECIFICATIONS.....SECTION 03

**Oklahoma Drinking Water State Revolving Fund
Advertisement for Bids
Notice to Bidders**

Notice is hereby given that the City of Mangum / Mangum Utility Authority hereinafter called the "Owner" will receive sealed bids at the office of the City Clerk, City of Mangum at 201 N. Oklahoma Ave., Mangum, Oklahoma 73554 at 1:00 p.m. on November 2nd, 2023.

Drinking Water
Water System Improvements – FY24 Water Meter Replacement.
DWSRF Project No. P40-2002802-02

Section A.

1565	Ea.	5/8" x 3/4" Meter
2	Ea.	3" Meter
2	Ea.	6" Meter
1	Ea.	Drive By System

Section B

1565	Ea.	Installation - 5/8" x 3/4" Meter
2	Ea.	Installation - 3" Meter
2	Ea.	Installation - 6" Meter

All bids received at said time shall be publicly opened and read aloud. All work shall be performed, and all construction and material used and furnished shall be in accordance with the Plans and Specifications prepared by Myers Engineering, and on file in the office of the City of Mangum.

The Notice to Bidders, Form of Bid, Form of Contract, Plans and Specifications, Forms of Bid Bond, Performance and Statutory Payment Bond, and other Contract Documents may be examined at the following:

- | | |
|--|--|
| 1. City of Mangum / Mangum Utility Authority
201 N. Oklahoma Ave.
Mangum, Oklahoma 73554 | 2. Myers Engineering Consulting Engineers, Inc.
13911 Quail Pointe Dr.
OKC, OK 73134 |
|--|--|

2

Plans and specifications are on file in the office of the Engineer, Myers Engineering, Consulting Engineers, Inc., 13911 Quail Pointe Dr., Oklahoma City, Oklahoma 73134, Phone (405)-755-5325, and are available electronically upon a nonrefundable payment of \$50.00. Contractor will be issued a username and password to retrieve the Specifications upon payment. Contractor must obtain plans and specifications from the office of the Engineer to be registered on the Engineer's bid list and to be recognized as an eligible bidder for this project.

Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the office designated in the solicitation by the time specified in the solicitation. Any proposal, modification, or revision received at the office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered.

Each bidder shall accompany his original bid, with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said plans and specifications and furnish the required bonds within ten (10) days after the acceptance of his bid.

The deposit will be retained by the Owner as, and for, liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful

bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a DW-412 Noncollusion Affidavit and a DW-413 Business Relationships Affidavit in writing displaying that the Bidder has not directly or indirectly entered into an agreement, express or implied, with any other bidder or the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Performance, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price with a Corporate Surety licensed in Oklahoma and approved by the Owner and Engineer, will be required for the faithful performance of the contract. A Maintenance Bond guaranteeing the repair of all damage due to improper materials or workmanship for a period of one (1) year, after the acceptance of the work by the Owner, will be required.

This project is to be financed by a loan from the Oklahoma Water Resources Board through the Department of Environmental Quality Drinking Water State Revolving Fund (DWSRF) and shall be referred to as DWSRF Project No. P40-2002802-02

- A. "Equal Opportunity in Employment: All qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the specifications."
- B. "Each bidder must fully comply with the requirement, terms and conditions of the Department of Environmental Quality Small, Minority, Women's Businesses Requirements including affirmative steps to contract with small, minority and women's businesses during the performance of this contract. The bidder commits itself to the affirmative steps to contract with small, minority and women's businesses contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid. Requirements are contained in DEQ Guidance and Procedures, DW-700."
- C. "All bidders must comply with the Anti-Kickback Act and the Contract Work Hours Standards Act."
- D. "Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to <http://www.wdol.gov/>, and <http://www.SAM.gov>
- E. American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Safe Drinking Water Act, Section 1452(a)(4), requiring that all iron and steel products used for a project for the construction, alternation, maintenance or repair of a public water system are produced in the United States.

This project is subject to Build America, Buy America (BABA) Act requirements. The BABA Act requires none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** used in the project are produced in the United States. The BABA Act requirement does not supersede the AIS requirement, and both provisions still apply and work in conjunction.

- F. **System for Award Management (SAM) registration is required** for all DWSRF program applicants and Awardees (Entities, prime contractors, subcontractors, vendors) in order to be awarded contracts by the DWSRF program. SAM replaces Central Contractor Registration/Federal Agency Registration, Online.

Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. New Applicants and awardees please go to Sam.gov to complete the registration process.

Note: In order to register in SAM, a Unique Entity Identification (UEI) number will be required. A UEI is a 12-character (alpha-numeric) code that uniquely identifies all entities. Any entity registering to do business with the government in terms of contracts or grants and assistance awards is required to have one. Unique Entity IDs are issued by SAM.gov and are a part of an entity's record in the Entity Information section of SAM.gov.

The bids filed with the City of Mangum / Mangum Utility Authority will be considered by the Mangum Utility Authority Board, at the next meeting after the bid opening at the City of Mangum City Hall but all bids shall remain on file at least forty-eight (48) hours thereafter before a contract will be made and entered into thereon. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned.

A mandatory pre-bid conference will be held for this project at 1:00 p.m. on October 26th, 2023, at the City of Mangum City Hall located 201 N. Oklahoma Ave., Mangum, Oklahoma 73554

The contract is to be awarded to the lowest responsive, responsible bidder and in the best interest of the Owner. The Owner reserves the right to waive any informalities in the bidding and the right to reject any and all bids in accordance with the Oklahoma Competitive Bidding Act. Conditional bids shall not be accepted.

10/13/2023
Date

City of Mangum / Mangum Utility Authority

INFORMATION FOR BIDDERS

Bids will be received by the City of Mangum/Mangum Utility Authority (herein called the OWNER) at the office of the City Clerk, City of Mangum at 201 N. Oklahoma Ave., Mangum, Oklahoma 73554 at 1:00 p.m. on November 2nd, 2023. Water System Improvements DWSRF PROJECT NO. P40-2002802-02

1. This project is subject to the Davis Bacon Act and prevailing wage rate requirements.

Each Bid must be submitted in a sealed envelope addressed to the City of Mangum/Mangum Utility Authority to the address above. Each sealed envelope containing a bid must be plainly marked on the outside as "Bid for Water System Improvements," and the envelope should bear the Bidder's name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed City of Mangum/Mangum Utility Authority located at 201 N. Oklahoma Ave., Mangum, Oklahoma 73554

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in with ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. The bid form pages must be removed from the specification book for submittal.

Bidder's proposal must include proposal, affidavits, bid bond, DW-211, DW-212, and MBE/WBE/Small Business documentation to be considered a complete bid.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the owner and the bidder.

The owner shall provide to bidders prior to bidding all information which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid must be accompanied by a bid bond payable to the owner for 5% of the total amount of the bid. As soon as the bid prices have been compared, the owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the performance bond and payment bond or statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

A performance bond, a statutory bond and a maintenance bond each in the amount of 100% of the contract price with a corporate surety approved by the owner will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

Award will be made to the lowest bidder, provided the bidder provides positive references for similar work in a timely manner to Myers Engineering.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when notice of award is delivered to the bidder. The notice of award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the owner. Owner shall return executed copy of the agreement within ten (10) days after its receipt from the contractor.

A maintenance bond in the amount of 100% of the contact price for labor and material shall be filed in favor of the owner for a period of one (1) year after the successful completion and acceptance of the work.

The notice to proceed shall be issued within ten (10) days of the execution of the agreement by the owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the owner and contractor. If the notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Contractor will be required to begin work within 10 days of the date shown on the Notice to Proceed.

The owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request.

The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is the work contemplated therein.

The time for completion of this project is 120 consecutive calendar days. Bidders agree to pay as liquidated damages \$1500.00 for each consecutive calendar day thereafter as approved in Section 800-09-12.04.2 of the General Provisions.

System for Award Management (SAM)

- a. System for Award Management (SAM) registration is required for all DWSRF program applicants and Awardees (Entities, prime contractors, subcontractors, vendors) in order to be awarded contracts by the DWSRF program. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. New Applicants and awardees please go to Sam.gov to complete the registration process.

Note: In order to register in SAM, a Unique Entity Identification (UEI) number will be required. A UEI is a 12-character (alpha-numeric) code that uniquely identifies all entities. Any entity registering to do business with the government in terms of contracts or grants and assistance awards is required to have one. Unique Entity IDs are issued by SAM.gov and are a part of an entity's record in the Entity Information section of SAM.gov.

"American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Safe Drinking Water Act, Section 1452(a)(4), requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system are produced in the United States."

This project is subject to Build America, Buy America (BABA) Act requirements. The BABA Act requires none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** used in the project are produced in the United States. The BABA Act requirement does not supersede the AIS requirement, and both provisions still apply and work in conjunction. By submitting a bid/proposal under this solicitation, the Bidder certifies that all iron, steel, manufactured products, and construction materials for the project will meet the BABA requirements in the United States in accordance with the "Infrastructure Investment and Jobs Act, H.R. 3684.

This project will consist of the following and other appurtenances.

Section A

1565	Ea.	5/8" x 3/4" Meter
2	Ea.	3" Meter
2	Ea.	6" Meter
1	Ea.	Drive By System

Section B

1565	Ea.	Installation - 5/8" x 3/4" Meter
2	Ea.	Installation - 3" Meter
2	Ea.	Installation - 6" Meter

All work shall be scheduled to minimize the interruption of the drinking water supply.

A conditional or qualified bid will not be accepted.

Tied bids are non-restrictive. In order for a tied bid proposal to be accepted, it must be lower than the sum of low separate bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second, number two, etc.

When alternates are used, the low bidders will be selected by the lowest and best bid considering all bids that include the selected alternate bids.

The alternates will be listed in consecutive priority order to remain within the funds available for the project.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the owner.

The Consultant is: Myers Engineering, Consulting Engineers, Inc.

The Consultant's phone number is: (405) 755-5325

The Consultant's contact person is William T. Myers, P.E.

In the event of a conflict between the specifications and the DWSRF Supplemental Conditions (DW-185 Pink Sheets), the latter shall govern.

In the event of a conflict between the plans and specifications, the specifications shall govern.



**BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02**

Date: 11/5/2023

Proposal of CORE & MAIN LP (Hereinafter called "Bidder"), organized and existing under the laws of the State of FLORIDA doing business as LIMITED PARTNERSHIP (a corporation), (a partnership), (an LLC, limited liability corporation), (a PLC, a private limited corporation), or (an individual).

To: City of Mangum
201 N. Oklahoma
Mangum, OK 73554

Gentlemen:

In compliance with your Notice to Bidders, Bidder hereby proposes to perform all work for the water system improvements as designated in the Notice to Bidders and at the prices stated below.

By submission of the Bid, each bidder certifies, and in the case of the joint bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreements to any matter relating to this Bid with any other bidder or with any competitor.

Bidders must satisfy themselves by personal examination of the location of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert there was any misunderstanding in regard to the nature or amount of work to be done.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days. Bidder further agrees to pay \$1500.00 as liquidated damages for each consecutive calendar day thereafter completion date specified in the Notice to Proceed.

Bidder acknowledges receipt of the following addenda: N/A

NOTE: Bids shall not include sales tax and all other applicable taxes and fees.

Amounts are to be shown in figures.

Bidder agrees to perform all the work described in the Contract Documents for the following prices:



BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT No. 223138
DWSRF Project No. P40-2002802-02

ITEM No.	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
Section A - Neptune Water Meters					
A.1	1,565.00	Ea.	5/8" Mach 10 R900 Meter	\$ _____	\$ _____
A.2	2.00	Ea.	3" Mach 10 R900 Meter	\$ _____	\$ _____
A.3	2.00	Ea.	6" Mach 10 R900 Meter	\$ _____	\$ _____
A.4	1.00	LS	Drive By System	\$ _____	\$ _____
Total Section A Bid				→ \$ _____	
Section A - Installation					
A.5	1,565.00	Ea.	5/8" Meter Installation	\$ _____	\$ _____
A.6	2.00	Ea.	3" Meter Installation	\$ _____	\$ _____
A.7	2.00	Ea.	6" Meter Installation	\$ _____	\$ _____
Total Section A Installation Bid				→ \$ _____	
Section B - Sensus Water Meters					
B.1	1,565.00	Ea.	5/8" x 3/4" iPeri Meter	\$ _____	\$ _____
B.2	2.00	Ea.	3" iPeri Meter	\$ _____	\$ _____
B.3	2.00	Ea.	6" iPeri Meter	\$ _____	\$ _____
B.4	1,569.00	Ea.	Smart Points - 520M - Single Port	\$ _____	\$ _____
B.5	1.00	LS	Drive By System	\$ _____	\$ _____
Total Section B Bid				→ \$ _____	
Section B - Installation					
B.6	1,565.00	Ea.	5/8" Meter Installation	\$ _____	\$ _____
B.7	2.00	Ea.	3" Meter Installation	\$ _____	\$ _____
B.8	2.00	Ea.	6" Meter Installation	\$ _____	\$ _____
Total Section B Installation Bid				→ \$ _____	
Section C - Master Meter Water Meters					
C.1	1,565.00	Ea.	5/8" Sonata Ultrasonic Meter	\$ _____	\$ _____
C.2	2.00	Ea.	3" Octave Ultrasonic Meter	\$ _____	\$ _____
C.3	2.00	Ea.	6" Octave Ultrasonic Meter	\$ _____	\$ _____
C.4	1.00	LS	Drive By System	\$ _____	\$ _____
Total Section C Bid				→ \$ _____	
Section C - Installation					
C.5	1,565.00	Ea.	5/8" Meter Installation	\$ _____	\$ _____
C.6	2.00	Ea.	3" Meter Installation	\$ _____	\$ _____
C.7	2.00	Ea.	6" Meter Installation	\$ _____	\$ _____
Total Section C Installation Bid				→ \$ _____	

The owner will award the bid in the best interest of the owner.

BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02



The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the *City of Mangum/Mangum Utility Authority*. The prime contractor agrees to further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *City of Mangum/Mangum Utility Authority*.

By submitting a bid/proposal under this solicitation, the Bidder understands that the bid/proposal is subjected to the Davis-Bacon Act including prevailing wage rates and the Contract Work Hours and Safety Standards Act.

By submitting a bid/proposal under this solicitation, the Bidder certifies that all Iron and Steel used in the project are produced in the United States in accordance with the "Safe Drinking Water Act, Section 1452(a)(4).

By submitting a bid/proposal under this solicitation, the Bidder shall submit American Iron and Steel Certification Form DW-501 with the bid.

By submitting a bid/proposal under this solicitation, the Bidder certifies that all iron, steel, manufactured products, and construction materials for the project will meet the BABA requirements in the United States in accordance with the "Infrastructure Investment and Jobs Act, H.R. 3684."

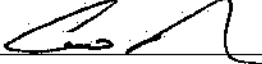
It is understood that this is to be a unit price contract based on plans and specifications and that in considering the lowest and best bid, the Owner shall have the right to change the estimated quantities of any item or to eliminate any item in full and to award the contract in the best interest of the Owner. It is understood that this is to be a unit price contract based on plans and specifications and that in considering the lowest and best bid, the Owner shall have the right to change the estimated quantities of any item or to eliminate any item in full and to award the contract in the best interest of the Owner. The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract WITHIN 10 DAYS and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of \$(5% OF SUM) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder understands that the number of consecutive calendar days allowed to complete all work under this contract are 120 consecutive calendar days

Respectfully submitted,

BIDDER'S PROPOSAL
WATER SYSTEM IMPROVEMENTS
CITY OF MANGUM/MANGUM UTILITY AUTHORITY
FY 2024 WATER METER REPLACEMENT
MECE PROJECT NO. 223138
DWSRF PROJECT NO. P40-2002802-02



FIRM (PRINT): CORE & MAIN LP
SIGNATURE: 
NAME (PRINT): COLTON BREWER
TITLE (PRINT): OPERATIONS MANAGER
ADDRESS: 14701 E 116TH ST N
OWASSO, OK 74055
PHONE: 918-586-7100
E-MAIL ADDRESS: leona.woodson@coreandmain.com
FIRM ID NO.: 03-0550887
SAM NO.: YXNPHTHLB8R6
UEI NO.: 627564029
SEAL (Corporation)

BID BOND

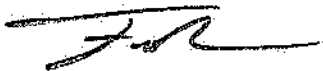
KNOW ALL MEN BE THESE PRESENTS, that we, Core & Main LP,
hereinafter called the Principal, and the RLI Insurance Company of,
9025 N. Lindbergh Drive, Peoria, IL 61615, a corporation duly organized under the laws of the
State of Illinois, hereinafter called the Surety, as Surety, are held and firmly bound unto
City of Mangum / Mangum Utility Authority

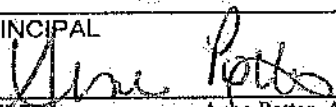
hereinafter called the Obligee, in the sum of: Five Percent of Amount Bid
Dollars (\$ 5% of Amount Bid), for the payment of which
sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

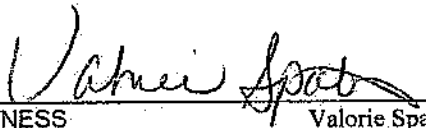
WHEREAS, the Principal has submitted a bid for Water System Improvements – FY24 Water Meter Replacement -
DWSRF Project No. P40-2002802-02

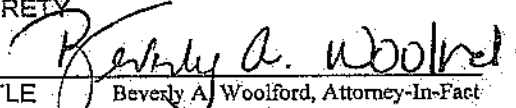
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such
Contract, and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of
the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the
Obligee the difference not to exceed the penalty which the Obligee may in good faith contract with another party
to perform the work covered by said bid, this obligation shall be null and void, otherwise to remain in full force and
effect.

SIGNED AND SEALED this 26th day of October, 2023.


WITNESS Filipe Ramos

(Core & Main LP (Seal)
(PRINCIPAL
(
(TITLE Anne Potter, Attorney-In-Fact


WITNESS Valorie Spates

(RLI Insurance Company (Seal)
(SURETY
(
(TITLE Beverly A Woolford, Attorney-In-Fact

LIMITED POWER OF ATTORNEY

The undersigned, Core & Main LP, a Florida limited partnership (the "Company"), hereby designates Susan Welsh, Frances Rodriguez, Sara Owens, Ben Stahl, Sandra Diaz, Anne Potter, Francesca Kazmierczak, Elizabeth Sterling, Jennifer Jakaitis, Marisa Thielen and Wayne McVaugh of Aon Corporation as its attorneys in fact (referred to individually or collectively as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for the Company under this Power of Attorney.
2. **Powers of Agent.** The Agent shall have the full power and authority to execute and deliver surety, performance, bid and payment bonds (collectively, "Bonds") in an amount not to exceed \$10,000,000.00 per Bond, upon receipt by the Agent of a written request for a Bond from an individual or individuals at the Company or its subsidiaries duly authorized to make such a request.
3. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to the Company for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
4. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to the Company for acting or refraining from acting under this power, except for such agent's own misconduct or negligence.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.
6. **Compensation.** The Agent shall be reimbursed for reasonable expenses incurred while acting as Agent and may receive reasonable compensation for acting as Agent.

Dated: July 11, 2022

Mark Witkowski

Name: Mark Witkowski

Signed in the presence of:

[Signature]

Witness

Kathy Edger

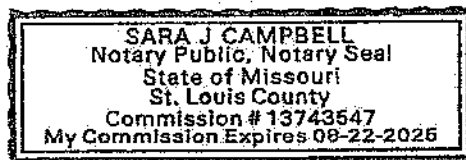
Witness

Subscribed and sworn to before me on July 11, 2022

Sara J Campbell
Notary Public, [County/State] St. Louis, Missouri

My commission expires: 08-22-2025

(SEAL)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Debra A. Deming, Sandra Diaz, Valorie Spates, Susan A. Welsh, Jennifer L. Jakaitis, Peter Healy, Aklima Noorhassan, Frances Rodriguez, Francesca Kazmierczak, Anne Potter, Vilma Gonzalez, Beverly A. Woolford, jointly or severally

in the City of New York, State of New York its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 18th day of October, 2023.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 18th day of October, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 26th day of October, 2023.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary





P.O. BOX 3967 PEORIA, IL 61612-3967
 P: (800)645-2402 E: asksurety@rlincorp.com
 RLISURETY.COM

RLI Insurance Company

December 31, 2022

Admitted Assets

Investments:	
Fixed maturities	\$ 1,343,631,923
Equity securities	1,268,806,758
Short-term investments	3,054,500
Real estate	27,014,108
Properties held to produce income	0
Cash and cash equivalents	57,699,481
Other invested assets	53,001,785
Receivables for securities	203,933
Agents' balances	88,924,498
Investment income due and accrued	10,365,084
Funds held	0
Reinsurance recoverable on paid losses	10,825,931
Federal income taxes receivable	1,430,379
Net deferred tax asset	11,010,859
Guarantee funds receivable or on deposit	0
Electronic data processing equipment, net of depreciation	755,308
Receivable from affiliates	0
Other admitted assets	39,343,781
Total Admitted Assets	\$ 2,916,068,307

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	\$ 830,656,551
Unearned premiums	354,155,024
Accrued expenses	97,292,026
Funds held	422,374
Advance premiums	19,971,481
Amounts withheld	84,822,062
Remittances and items not allocated	1,448,394
Dividends declared and unpaid	44,327
Ceded reinsurance premium payable	28,148,458
Payable for securities	2,248,339
Statutory penalties	785,200
Current federal & foreign income taxes	0
Net deferred tax liability	0
Borrowed money and accrued interest	50,036,167
Drafts outstanding	0
Payable to affiliate	33,879,630
Other liabilities	4,231,114
Total Liabilities	\$ 1,508,143,147
Surplus:	
Common stock	\$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	1,155,473,701
Total Surplus	\$ 1,407,925,160
Total Liabilities and Surplus	\$ 2,916,068,307

State of Illinois }
 County of Peoria }

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of Oklahoma and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2022.

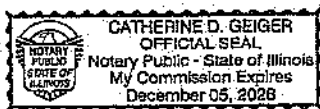
Attest:



{ Corporate Seal Affixed }

Craig Kliethermes President
Olga S. Happel Assistant Secretary

Sworn to before me this 10th day of March, 2023.



{ Notarial Seal Affixed }

Catherine D. Geiger Notary Public, State of Illinois

NONCOLLUSION AFFIDAVIT


STATE OF OKLAHOMA) ss.
COUNTY OF ROGERS)

COLTON BREWER, 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. 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 MANGUM (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.

Signed:



Subscribed and sworn to before me this 1 day of Nov, 2023



Notary Public

My Commission Expires:

3/18/2025



BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA) ss.
COUNTY OF ROGERS)

COLTON BREWER, 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. 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 relationships hereinabove mentioned exist, affiant should so state.)

Signed: *[Signature]*

Subscribed and sworn to before me this 1 day of Nov, 2023

[Signature]
Notary Public

My Commission Expires:
3/18/2025



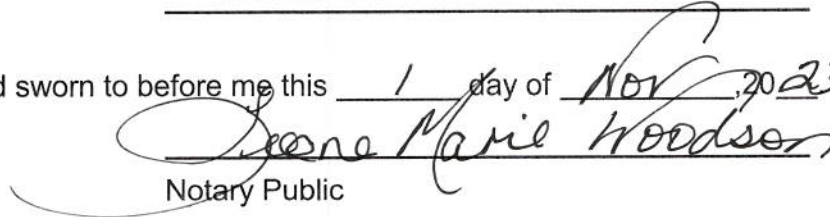
PAYROLL AFFIDAVIT

STATE OF OKLAHOMA) ss.
COUNTY OF ROGERS)

COLTON BREWER, 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. Affiant further states that (s)he has submitted the required payroll information to the State Department of Labor. Affiant further states that (s)he is in compliance with the requirements of Title 40 O.S., 1981, Sections 196.1 through 196.12 and any amendments thereto.



Subscribed and sworn to before me this 1 day of Nov, 2023



Notary Public

My Commission Expires: 3/18/2025



"General Decision Number: OK20230036 06/09/2023

Superseded General Decision Number: OK20220036

State: Oklahoma

Construction Type: Heavy

Counties: Beckham, Caddo, Cotton, Custer, Greer, Harmon, Jackson, Jefferson, Kiowa, Roger Mills, Stephens, Tillman and Washita Counties in Oklahoma.

HEAVY CONSTRUCTION PROJECTS (including sewer/water line construction; heavy construction projects on treatment plants) (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)(2)-(60).

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 \$16.20 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 2023.
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 \$12.15 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 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	06/09/2023

ELEC1002-005 07/03/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 42.82	29.5%+8.25

* ENGI0627-016 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 5.....	\$ 30.65	16.50
Group 6.....	\$ 28.90	16.50
Group 8.....	\$ 26.90	16.50
Group 9.....	\$ 26.40	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; MECHANIC; TRACKHOE; GRADER/BLADE; Power Driven Hole Digger with less than 30' mast

GROUP 5: BULLDOZER; BOBCAT/SKID STEER/SKID LOADER

GROUP 6: Rotary Drilling Machine when operated from console

GROUP 8: FORK-LIFT; TRACTOR

GROUP 9: PUMPS

GROUP 10: OILER

IRON0048-006 06/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.00	15.35

TEAM0516-006 07/06/2020

	Rates	Fringes
TRUCK DRIVER		
(3) Flatbed Truck.....	\$ 27.25	13.15

* SUOK2012-014 05/18/2012

	Rates	Fringes
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CARPENTER (Form Work Only).....	\$ 14.00 **	0.00
LABORER: Common or General.....	\$ 10.00 **	0.00
LABORER: Pipelayer.....	\$ 11.00 **	0.30
OPERATOR: Backhoe.....	\$ 18.00	0.97
OPERATOR: Scraper.....	\$ 14.00 **	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 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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.

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"

Oklahoma Drinking Water State Revolving Fund
LABOR STANDARDS CERTIFICATE FOR BIDDING

I certify that all the Davis Bacon Act and Labor Standards Contract Provisions of the specifications will be complied with during construction of the drinking water treatment works known as Drinking Water State Revolving Fund Project Number P40-2002802-02.

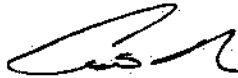
I also certify that all laborers and mechanics employed by me and my subcontractors during construction of the project will be paid wages at rates not less than those listed on the prevailing wage rates contained in the contract documents.

Project Description:

WATER METER SYSTEM REPLACEMENT PROJECT

COLTON BREWER, OPERATIONS MANAGER

Printed Name of Authorized Representative



Signature of Authorized Representative

11/1/2023

Date

Oklahoma Drinking Water State Revolving Fund
LABOR STANDARDS CERTIFICATE FOR PROJECT CLOSE-OUT

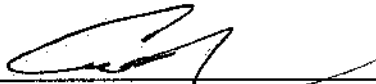
I certify that all the Davis Bacon Act and Labor Standards Contract Provisions of the specifications have been fully complied with during construction of the drinking water treatment works known as Drinking Water State Revolving Fund Project Number P-40-2002802-02.

Project Description:

WATER METER SYSTEM REPLACEMENT PROJECT

COLTON BREWER, OPERATIONS MANAGER

Printed Name of Contractor's Authorized Representative



Signature of Contractor's Authorized Representative

11//2023

Date



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 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. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

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

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

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
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. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Core & Main LP		Project Name Water System Improvements FY 2024 Water Meter Replacement	
Bid/ Proposal No.	Assistance Agreement ID No. (if known) DWSRF Project No. P40-2002802-02	Point of Contact	
Address 14701 E. 116th St. N., Owasso, OK 74055			
Telephone No. 918-586-7100		Email Address	
Issuing/Funding Entity: Drinking Water State Revolving Fund			

I have identified potential DBE certified subcontractors	___ YES	<u>X</u> NO	
If yes, please complete the table below. If no, please explain: See attached			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
None			

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

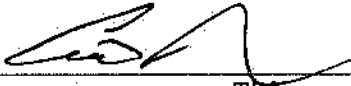
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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
	COLTON BREWER
Title	Date
OPERATIONS MANAGER	10/31/2023

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**PROSPECTIVE PRIME CONTRACTOR'S
(BIDDER) STATEMENT ABOUT
EQUAL OPPORTUNITY CLAUSE**

- 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.



(Signature and Title of Prospective Prime or Subcontractor's Representative)

COLTON BREWER, OPERATIONS MANAGER

(Printed or typed Name and Title of Prospective Prime or Subcontractor's Representative)

CORE & MAIN LP

14701 E 116TH ST N

OWASSO, OK 74055

(Name and address of Prospective Prime or Subcontractor)

**PROSPECTIVE PRIME CONTRACTOR'S
(BIDDER) CERTIFICATION OF
NONSEGREGATED FACILITIES**

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 federally assisted subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.



(Signature and Title of Prospective Prime Contractor's Representative)

COLTON BREWER, OPERATIONS MANAGER

(Printed or typed Name and Title of Prospective Prime Contractor's Representative)

CORE & MAIN LP

14701 E 116TH ST N

OWASSO, OK 74055

(Name and address of Prospective Prime Contractor)

**SUB-CONTRACTOR'S
CERTIFICATION OF NONSEGREGATED FACILITIES
AND
INCORPORATION OF EQUAL OPPORTUNITY CLAUSES**

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 federally assisted subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause;

In addition, I hereby incorporate into my sub-agreement with the prime contractor the Equal Opportunity Clauses 1-7 as set forth in Executive Order No. 11246 and issued by the Secretary of Labor in Title 41 CFR Chapter 60-1.4 of the federal rules and regulations.

(Printed or Typed Name & Address of Sub-contractor)

(Signature of Sub-contractor's Representative)

(Printed or typed Name and Title of Sub-contractor's Representative)

Note: EEO clauses are included in DW-185 in the contract specifications

**CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS OR SUBAGREEMENTS UNDER
FEDERAL CONTRACTS, GRANTS OR LOANS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 the instructions on that form.

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

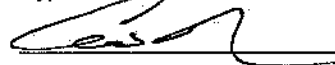
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

DATE: 11/05/2023

BY: CORE & MAIN LP

COLTON BREWER, OPERATIONS MANAGER

Typed Name and Title



Grantee

P-40-2002802-02

Oklahoma Drinking Water State Revolving Fund Disadvantaged Business Enterprise (DBE) Program Guidance

FOR INSTRUCTIONS, EXAMPLES, AND DBE LISTS AND AGENCIES GO TO DW-701 GUIDELINES FOR DBES

All DW and EPA forms can be found at <http://www.deq.state.ok.us/wqdnw/dwsrf/index.html>

The Oklahoma Drinking Water State Revolving Fund (DWSRF) receives federal funds from the U.S. Environmental Protection Agency (EPA) to provide low interest rate loans to finance water infrastructure projects. As a condition of federal grant awards, EPA regulations require that loan recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBE's who are minority business enterprises (MBE's) and women's business enterprises (WBE's). DBE requirements can be found in 40 CFR Part 33.

To ensure compliance with EPA's DBE requirements, both **Project Owners (Loan Recipients)** and **Prime Contractors** **must** undertake the good faith efforts to provide opportunities for DBE companies to participate in procurements. EPA regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. DWSRF negotiated DBE participation goals with EPA of 11.52% for MBEs and 7.61% for WBEs. The DBE goals are not a quota.

Good Faith Efforts – 40 CFR 33.301

The following good faith efforts which apply to the procurement categories involving EPA financial assistance funds can be found in **40 CFR, Subpart C, Part 33** of EPA's Disadvantaged Business Enterprise Program Rule.

1. Ensure DBE's are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
2. Search DBE lists for potential subcontracts/suppliers.
 - a. The DBE lists are updated frequently, so search on-line for the most current list.
 - b. Contact at least one DBE for each subcontract/supplier needed.
3. Provide notice to DBE organizations of opportunities to bid.
4. Arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process.
5. Divide total requirements into smaller tasks or quantities and using DBE prime contractors and subcontractors when feasible to permit maximum DBE participation.
6. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
7. Use the services and assistance of the Small Business Administration (SBA), Department of Transportation (DOT) and Minority Business Development Agency of the U. S. Department of Commerce.
8. If the Prime Contractor awards subcontracts, require the prime contractor to take these same Good Faith Efforts.

TO PROVIDE PROCUREMENT OPPORTUNITIES TO DBE FIRMS, THE PROJECT OWNER SHOULD:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts found at 40 CFR 33.301.
- When appropriate invite DBE companies to meetings, conferences, etc., to inform them of procurement opportunities.
- Use databases of certified DBEs from the U.S. Small Business Administration (SBA), Oklahoma Department of Transportation (ODOT), etc. to solicit DBE companies as prime contractors whenever they are potential.
- The SBA maintains a list that can be found at the following link http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm

- The ODOT maintains a database which can be found at the following link <http://biappsrv.odot.ok.gov/apex/f?p=145:1>
- Cherokee Nation Tribal Employment Rights Office (TERO) maintains a list which can be found at <http://www.cherokeetero.com/>

Procurement, Recordkeeping and Reporting

1. PROJECT OWNERS ARE REQUIRED TO:

- A. Ensure all prime contractors apply the Good Faith Efforts and submit required forms as listed below.
- B. 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 project owner/recipient. 40 CFR 33.302(a)
- C. Maintain copies of all DBE documentation and forms.

2. PRIME CONTRACTORS ARE REQUIRED TO:

- A. Notify the loan recipient in writing prior to any termination of a DBE subcontractor by the prime contractor. 40 CFR 33.302(b)
- B. Follow the six good faith efforts if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. 40 CFR 33.302(c)
- C. Follow the six good faith efforts for all subcontract and/or supplier procurements even if the prime contractor has achieved its fair share objectives. 40 CFR 33.302(d)
- D. Provide EPA Form 6100-2 – *DBE Program Subcontractor Participation Form* to all of its DBE subcontractors. This form is utilized if DBE subcontractors have concerns such as termination or late payment. The completed form should be sent to EPA Region 6 DBE Coordinator. 40 CFR 33.302(e)

PRIME CONTRACTORS MUST SUBMIT THE FOLLOWING FORMS WITHIN THREE DAYS OF BEING DECLARED THE APPARENT LOW BIDDER:

- EPA Form 6100-3 – *DBE Subcontractor Performance Form* (completed by DBE subcontractors when submitting a bid; Signed by bidding subcontractor and prime contractor) 40 CFR 33.302(f).
- EPA Form 6100-4 – *DBE Subcontractor Utilization Form* (completed and signed by prime contractors to report the utilization of DBEs) 40 CFR 33.302(g).

3. All DWSRF loan recipients are required to create and maintain a bidders list in accordance with 40 CFR, Subpart E, Part 33 of EPA's Disadvantaged Business Enterprise Program rule, (40 CFR 33.501(b)). The bidder's list must include all companies that bid/quote on prime contracts and/or bid/quote on subcontracts and supplies for DWSRF funded projects (including DBEs and non-DBEs). EPA Form 6100-3 – *DBE Subcontractor Performance Form* serves as the bidders list and must be completed and sent to DWSRF. The bidder's list must include the following prime and subcontractor information (40 CFR 33.501): entity's name and the name of the person contacted; entity's mailing address, telephone number, and e-mail address; the task or material on which the entity bid/quoted, the amount and date of bid/quote; and the entity's status as an MBE/WBE or non-MBE/WBE.

Please submit all information to:

Kristi Roy, DBE Coordinator, DWSRF, P.O. Box 1677, Oklahoma City, OK 73101
Phone: 405 702-8144; FAX: 405 702-8101; Email: Kristi.Roy@DEQ.OK.GOV

BIDDER'S AMERICAN IRON AND STEEL CERTIFICATION
(Submit with the Bid)

This is a certification that I, the bidder, COLTON BREWER,
OPERATIONS MANAGER (Name and Title) of
CORE & MAIN LP (Company Name, Partnership, LLC, Inc., etc.) hereby certify and is aware that none of the
funds appropriated or otherwise made available by the Consolidated Appropriation Act, 2014," (Appropriations
Act) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or
treatment works unless all of the iron and steel products used in the project are produced in the United States.
The Bidder is aware that all iron and steel products used for this project must be produced in the United States per
Section 436(a)-(f) of the Consolidated Appropriations Act, 2014, and incorporated into this project
CITY OF MANGUM WATER SYSTEM
IMPROVEMENTS (Insert Name of Project), DWSRF Project #: P40-2002802-02 (Insert
DWSRF Project Number), and furthermore certifies as follows.

1. The bidder understands the term "iron and steel products" applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works or public water systems.
2. The bidder understands the term "iron and steel products" refers to the following products made primarily of iron or steel, lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Additional information, including any published waivers, is posted on the EPA Website, http://water.epa.gov/grants_funding/aisrequirement.cfm.
3. The bidder further states that this requirement applies to all portions of the project that are subcontracted.
4. This "Bidder's American Iron and Steel Certification" is to be submitted by Bidder as a part of this bid and proposal.
5. Iron and steel of unknown origin are considered to have been produced or manufactured outside the United States.
6. Identification of American-produced Iron and Steel Goods: Consistent with the terms of the Owner's bid solicitation and the provisions of Use of American Iron and Steel Section 436, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel goods in the bid solicitation where such American-made goods are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
7. Verification of U.S. Production: The bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
8. Documentation Regarding Non-American-made Iron and Steel Goods: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
9. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components; If the Administrator of the Environmental Protection Agency (EPA) receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the

request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Website of the Environmental Protection Agency.

10. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-produced goods but has determined that such goods are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
11. Information and Detailed Justification Regarding Non-American-produced Iron and Steel Goods: The Bidder certifies that for any such product or products that are not so available, the Bidder has also provided in or attached to this bid certification, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-produced iron and steel goods; that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Use of American Iron and Steel with respect to such product or products.
12. If use of a noncompliant iron and/or steel product is permanently incorporated into a project, one or more of the following can occur: 1) Request a waiver where appropriate. 2) Require the removal of the non-domestic item. 3) Payment for all or part of the project will be withheld.
13. The Bidder further agrees that, if this bid is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such product or products. The EPA strongly recommends the use of a step certification, similar to the one used by the Federal Highway Administration. The final manufacturer can also certify that the manufacturing process occurred in the United States.

CORE & MAIN LP

Name of Construction Company

Signed

Signature of Authorized Official

By COLTON BREWER

Type Name of Authorized Official

Title OPERATIONS MANAGER

Title of Authorized Official

**REVISIONS TO EPA REGULATIONS
ON DEBARMENT AND SUSPENSION
EXECUTIVE ORDER 12549**

The certification regarding Debarment, Suspension, and other responsible matters applies to all loans from the DWSRF. Loan Recipients, Prime Contractors, and Subcontractors with contracts for \$25,000 or more are required to complete this certification.

The attached Form 5700-49 may be duplicated for use by the loan recipient, the consulting engineer, the prime contractors and its subcontractors. All executed certifications must be kept on file by the loan recipient. All contractors (both A/E and construction) must keep certifications of subcontractors on file. Certifications by the loan recipient, prime contractors (both A/E and construction) and any MBE/WBE subcontractors must be submitted to DEQ as follows:

- Loan Recipient, Submit Form 5700-49 with loan application.
- A/E and Consulting MBE/WBE Subcontracts, Submit Form 5700-49 with executed contract.
- Prime Construction Contractor and MBE/WBE Subcontracts, Submit with bid proposal (prime) and letters of intent (MBE/WBE subcontracts).

Attachment: EPA Form 5700-49



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20480

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principles:

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

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

CORE & MAIN LP - COLTON BREWER, OPERATIONS MANAGER

Typed Name, Company, & Title of Authorized Representative

14701 E 116TH ST N., OWASSO, OK 74055

Address of Company Representing

Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32-510. Participants responsibilities, in the attached regulation.

Where to Submit:

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (P-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202/475-8025)

DELEGATION OF AUTHORITY

I, Jessica Joyce, Regional Director of Core & Main LP, a Florida limited partnership (the "Company") hereby delegate authority to Colton Brewer (the "Delegate") to execute and deliver the proposal for Water System Improvements FY 2024 Water Meter Replacement (the "Document") to the City of Mangum/Mangum Utility Authority, and to take or cause to be taken any and all actions in connection therewith as such individual may consider necessary or desirable, with such necessity or desirability being conclusively evidenced by the actions so taken, on behalf of the Company.

This Delegation is limited to the Document as described above.

The Delegation is personal to the Delegate. The Delegate may not further delegate the authorities granted in this Delegation.

IN WITNESS WHEREOF, I have hereunto set my hand on November 1, 2023.

CORE & MAIN LP

By: DocuSigned by:
JESSICA JOYCE
Jessica Joyce, Regional Director

CITY OF MANGUM WARRANTY

The warranties on meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Owner purchases from Core & Main LP ("Core & Main") are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto. The term of such manufacturer's warranty shall be as set forth in such attached manufacturer's warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters or equipment occurring after the change becomes effective), but generally the start date for warranties is the date of the manufacturer's shipment of such meters or equipment as noted in the applicable Acceptance Certificate ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on meters or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Owner in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main's installation Work and Services into compliance with such requirements.

3. Neptune NaaS and/or SaaS. The Neptune Network-as-a-Service and Neptune 360 Software-as-a-Service Description of Service documents (the "NaaS and SaaS Documents") attached hereto set forth the terms under which Neptune will provide NaaS and/or SaaS services to Owner. The NaaS and SaaS Documents will supersede and control over any provisions for the same or similar services contained in any bid, RFP or contract documents.

4. DISCLAIMER OF FURTHER LIABILITIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY OWNER HEREUNDER.

Qualifications of Core & Main LP
Submitted to the City of Mangum / Mangum Utility Authority
Water System Improvements
FY 2024 Water Meter Replacement

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby takes exception to the Contract Documents and Specifications and qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Mangum / Mangum Utility Authority (the "Owner"), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. **Warranty:** The extent of the warranty to be provided for this project is set forth in the attached City of Mangum Warranty.

2. **Insurance:** To the extent provided in its policy, Core & Main LP ("Core & Main") will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main's insurance provider. A Memorandum of Insurance is attached to demonstrate the level of coverage carried by Core & Main. Insurance coverage provided by Core & Main will be consistent with the provisions of Core & Main's policy, including policy and endorsement version numbers, notwithstanding any differing or conflicting provisions in any bid or contract documents. Insurance limits may be satisfied by a combination of General Liability and Excess/Umbrella coverage. General aggregate limits apply per location. Core & Main will not be required to provide Builder's Risk, Owner's Protective Liability, Installation Floater, or any coverage other than the coverage identified in its certificate of insurance. Core & Main will not be required to provide coverage for damage caused by flood and hydrostatic pressure. Neither Core & Main nor its subcontractors or suppliers will be required to provide copies of their respective insurance policies. Core & Main's suppliers will not be required to provide certificates of insurance. Any language in any bid or contract documents limiting the amount of any deductible or self-insured retention is hereby deleted entirely. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main's bid or proposal, the Owner accepts Core & Main's certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, self-insured retention and deductible amounts. The parties agree that Core & Main's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

3. Core & Main reserves the right to negotiate contract terms and conditions mutually agreeable to both parties. If the parties are unable to reach an agreement on contract terms, the parties will have the right to discontinue negotiations for the project. In that event, neither party will have any further obligation or liability to the other arising out of this solicitation or the RFP response, Core & Main will not be in default of any obligations under the bid or contract documents and Core & Main will not forfeit its bid security.

4. **Small, Minority and Women's Businesses:** Core & Main LP ("Core & Main") is a material supplier only and will be purchasing materials directly from the manufacturer. As the

sole distributor of Neptune products in Oklahoma, Core & Main can only purchase the materials directly from the manufacturer. With respect to the supply of materials for this project, Core & Main will utilize no subcontractors, and will achieve no participation toward any DBE/MBE/WBE goals. Core & Main will comply with all federal, state and local laws and requirements of the bid documents and contract documents, but only to the extent they are specifically applicable to a material supplier and to this Agreement. With respect to the supply of materials, Core & Main specifically disclaims any obligation for meeting any DBE/WBE/MBE goals; for compliance with or documentation of good faith efforts to achieve any DBE/WBE/MBE goals; for reporting obligations of the owner, loan recipient, construction contractor or other third parties; for labor provisions applicable to a construction contractor including but not limited to Davis Bacon compliance requirements; for documentation requirements not specifically applicable to a material supplier; or for any other provision or requirement set forth anywhere in the bid or contract documents that is not specifically applicable to a material supplier.

With respect to the installation portion of the project, if Core & Main is awarded the project, it will commence good faith efforts to locate a DBE/MBE/WBE entity to participate on the project. To the extent Core & Main is unsuccessful in its efforts, it hereby requests a waiver of the DBE/MBE/WBE goals for the project. For the foregoing reasons, for material supply, and to the extent Core & Main is unsuccessful in meeting any portion of the DBE/MBE/WBE goals for the installation portion of the project, Core & Main hereby requests a waiver of the DBE/MBE/WBE participation goals and obligations for this project. Core & Main's bid submission, and acceptance of any subsequent agreement by Core & Main, is contingent upon receipt by Core & Main of a waiver of the DBE/MBE/WBE obligations in the bid documents to the extent requested above.

Dated this 1 day of November, 2023.

CORE & MAIN LP



Proposer: Core & Main LP
Owner: City of Mangum/Mangum Utility Authority, Oklahoma
Project: Water System Improvements – FY 2024 Water Meter Replacement
DWSRF Project No. P40-2002802-02

Attachment to ORF Form 6100-4 – DBE Subcontractor Utilization Form

Core & Main LP (“Core & Main”) is a material supplier only and will be purchasing materials directly from the manufacturer. As the sole distributor of Neptune products in Oklahoma, Core & Main can only purchase the materials directly from the manufacturer. With respect to the supply of materials for this project, Core & Main will utilize no subcontractors, and will achieve no participation toward any DBE/MBE/WBE goals. Core & Main will comply with all federal, state and local laws and requirements of the bid documents and contract documents, but only to the extent they are specifically applicable to a material supplier and to this Agreement. With respect to the supply of materials, Core & Main specifically disclaims any obligation for meeting any DBE/WBE/MBE goals; for compliance with or documentation of good faith efforts to achieve any DBE/WBE/MBE goals; for reporting obligations of the owner, loan recipient, construction contractor or other third parties; for labor provisions applicable to a construction contractor including but not limited to Davis Bacon compliance requirements; for documentation requirements not specifically applicable to a material supplier; or for any other provision or requirement set forth anywhere in the bid or contract documents that is not specifically applicable to a material supplier.

With respect to the installation portion of the project, Core & Main has commenced preliminary good faith efforts to locate a DBE/MBE/WBE entity to participate on the project. Should Core & Main be awarded the project, Core & Main will complete substantial good faith efforts in an attempt to meet project goals. For the foregoing reasons, for material supply and to the extent Core & Main is unsuccessful in meeting any portion of the DBE/MBE/WBE goals for the installation portion of the project, Core & Main hereby requests a waiver of the DBE/MBE/WBE participation goals and obligations for this project. Core & Main’s bid submission, and acceptance of any subsequent agreement by Core & Main, is contingent upon receipt by Core & Main of a waiver of the DBE/MBE/WBE obligations in the bid documents to the extent requested above.

ADDITIONAL COVERAGE SCHEDULE

NAMED INSURED: Core & Main LP

AUTOMOBILE LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
ISA H25562847	All Other States	ACE American Insurance Company

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Effective & Expiration Dates: See Page 1

Limit: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WLR C70305069	All Other States	ACE American Insurance Company
SCF C70305100	Wisconsin	ACE Fire Underwriters Insurance Company

EXCESS LIABILITY

Policy Effective & Expiration Dates: 08/01/2023-08/01/2024

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
140001151	Excess Automobile Liability	*\$3Mxs \$2M	QBE Specialty Insurance Company
MKLM6MM50000066	Excess General Liability	*\$5Mxs Primary GL	Market American Insurance Company

*Umbrella Liability policy on page 1 applies after and in addition to Excess Automobile and Excess General Liability policy limits, respectively.