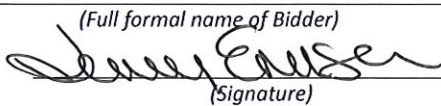
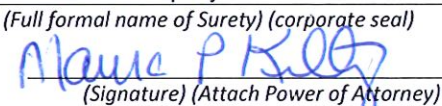
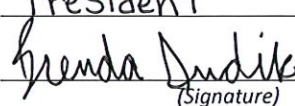
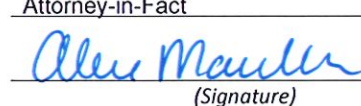


BID BOND (PENAL SUM FORM)

Bidder Name: Eriksen Construction Co., Inc. Address <i>(principal place of business)</i> : P.O. Box 610 Blair, NE 68008	Surety Name: Inland Insurance Company Address <i>(principal place of business)</i> : P.O. Box 80468 Lincoln, NE 68501
Owner Name: City of Blair Address <i>(principal place of business)</i> : 218 South 16 th Street Blair, NE 68008	Bid Project <i>(name and location)</i> : Black Elk Pump Station Modifications Project Bid Due Date: February 4, 2026
Bond Penal Sum: Five Percent (5%) of Amount Bid Date of Bond: February 4, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Eriksen Construction Co., Inc. <i>(Full formal name of Bidder)</i>	Surety Inland Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Jenny Eriksen</u> <i>(Printed or typed)</i>	Name: <u>Maura P. Kelly</u> <i>(Printed or typed)</i>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Brenda Dudik</u> <i>(Printed or typed)</i>	Name: <u>Alex Mausbach</u> <i>(Printed or typed)</i>
Title: <u>Witness</u>	Title: <u>Attester</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Sharon K. Murray, Firth, Nebraska or Maura P. Kelly, Council Bluffs, Iowa
or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey or Alex Mausbach or Justin Tomlin
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 21st day of April, 20 25.

Carol J. Clark

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.
Lancaster

INLAND INSURANCE COMPANY

Curt L. Hartter

President



On this 21st day of April, 20 25, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin

Notary Public



My Commission Expires February 16, 2026.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.
Signed and sealed at the City of Lincoln, Nebraska this 4th day of February, 20 26.

Philip C. Abel

Director



BID FORM
FOR CONSTRUCTION CONTRACT

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

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Blair
218 South 16th Street
Blair, NE 68008

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

ARTICLE 2—ATTACHMENTS TO THIS BID

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

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

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

3.01 *Lump Sum Bids*

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

1. Lump Sum Price (Single Lump Sum)

LUMP SUM BID SCHEDULE				
No.	Item	Unit	Quantity	Bid Amount
1	Instrumentation for Process Controls	LS	1	\$99,488.00 ^a
2	All Remaining Work for the Black Elk Pump Station Modifications Project	LS	1	\$ 745,862 ^w
TOTAL LUMP SUM BID (Bid Items No. 1 thru 2)				\$ 845,350 ^w

^aSee Proposal by Automatic Systems Company attached to this Bid Form as well as Section 01 22 00 – Measurement and Payment for a detailed description of this Bid Item.

ARTICLE 4—TIME OF COMPLETION

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

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
i	1/30/26

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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

BIDDER hereby submits this Bid as set forth above:

Bidder:

Eriksen Construction Co., Inc.

By: Jenny Eriksen *(typed or printed name of organization)*
(individual's signature)

Name: Jenny Eriksen
(typed or printed)

Title: President
(typed or printed)

Date: February 4, 2026
(typed or printed)

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

Attest: _____
(individual's signature)

Name: Brenda Dudik
(typed or printed)

Title: Office Manager
(typed or printed)

Date: February 4, 2026
(typed or printed)

Bidder's Address for giving notices:

2546 S Hwy 30; PO Box 610
Blair, NE 68008

Bidder's Contact Person:

Name: Todd Bade
(typed or printed)

Title: Director of Project Management
(typed or printed)

Phone: 402-426-3119

Email: toddb@eriksenconst.com

Address:

2546 S Hwy 30
PO Box 610
Blair, NE 68008

Bidder's Contractor License No.: (if applicable) 21168-25

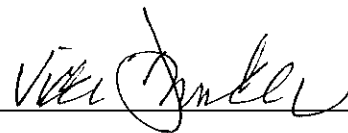
Certificate of Corporate Resolution

I certify that I am a Secretary of Eriksen Construction Co., Inc. and that at a meeting of the Board of Directors of this Corporation duly called and held at its office at Blair, Nebraska on this 4th day of February 2026, the following resolution was duly adopted and is now in full force and effect:

BE IT RESOLVED that Jennifer Eriksen, President, of Eriksen Construction Co., Inc. be authorized to execute on behalf of the Corporation, the following:

City of Blair
Black Elk Pump Station Modifications
Blair, Nebraska

IN WITNESS WHEREOF, I have hereunto affixed my name as a Secretary of the Corporation and have caused the Corporate Seal of said Corporation to be hereto affixed this 4th day of February 2026.



Vicki Dunkle, Secretary
Eriksen Construction Co., Inc.
2546 South Hwy. 30
PO Box 610
Blair, Nebraska 68008
Phone: 402-426-3119
State of Incorporation: Nebraska

CORPORATE SEAL

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

ERIKSEN CONSTRUCTION CO., INC.

**incorporated on December 16, 1983 and is duly incorporated under the law of
Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that Articles of Dissolution have not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

November 11, 2025



A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State

NEBRASKA

Good Life. Great Connections.

DEPARTMENT OF LABOR



Contractor Registration Certificate

This certificate is non-transferable

Registration # 21168-25

Date Expiring: 8/1/2026

ERIKSEN CONSTRUCTION CO., INC.
ERIKSEN CONSTRUCTION CO., INC.
2546 SO., HWY 30, P.O. Box 610
BLAIR, NE 68008

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

Kyle J. Thuermer
Commissioner of Labor

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

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

Jenny Eriksen, President

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

February 4, 2026

Date

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

Nebraska State Revolving Contractor Bidding Certifications

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

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

DAVIS-BACON AND RELATED ACTS CERTIFICATION

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

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

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

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

For Sole Proprietors and Business Owners Performing Labor and Mechanical Work

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

AMERICAN IRON AND STEEL PRODUCTS CERTIFICATION

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

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

Project: Black Elk Pump Station Modifications

Jenny Eriksen, President

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

February 4, 2026

Date

This form is intended to depict the use of identified certified Disadvantaged Business Enterprise (DBE)¹ prime contractors and subcontractors² and the estimated dollar amount of each subcontract. An SRF Financial Assistance Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

To be completed by Primary Contractor

Prime Contractor Name: Eriksen Construction Co., Inc		Project Name: Black Elk Pump Station Modifications	
Bid / Proposal / Contract No.: HDR 10417756	Assistance Agreement ID No. (if known):	Point of Contact: Todd Bade	
Address: 2546 S Hwy 30; PO Box 610; Blair, NE 68008			
Telephone No.: 402-426-3119		Email Address: toddb@eriksenconst.com	
Are you a Certified DBE¹? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If yes, please identify the certifying entity:			


I have, or plan to have, work that will be subcontracted out on this project: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
I have identified and utilized DBE certified subcontractors: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO • If yes, please complete the table below. If no, please explain: *** Federal Government recently changed certification criteria for DBE program requiring all DBEs to reapply. Target date for release of new DBE directory is April 2026. No companies have a DBE certification at this time.***			
Subcontractor Name / Company Name	Company Address / Phone / Email	Est. Dollar Amt	Currently DBE Certified?

[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. Approved certifying entities include The United States Small Business Administration (SBA); The United States Department of Transportation; or an Indian Tribal Government, State Government, local Government or independent private organization in accordance with EPA's 8% or 10% statute as applicable.

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 SRF award of financial assistance.

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

Prime Contractor Signature	Print Name
	Jenny Eriksen
Title	Date
President	February 4, 2026