

BID TABULATION

PROJECT NO: DEL2115208087 / E008317

ALT. No 1

ALT No 2

ALT No 3

ALT No 4

ALT No 5

NOTES

FOR: AML Site 898 Enos Wetland, Pike County

CATEGORIES:

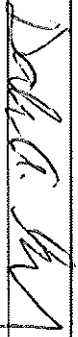
17-Sep-20

Time 1:31 PM

BIDDER

1	Kerns Excavating	324,695							
2	Aigner	379,850							
3									
4									
5									
6									
7									
8									

BID CLERK



DNR- Representative:



Estimate

Project Mgr: Andrew Ripley

GENERAL BID FOR PUBLIC WORKS

CONTRACTOR'S BID

For 1799.04 Mine Reclamation
 (Insert class of work)

Project Number DEL2115208087/ E008-317

Project Description (Title) AML Site 898 Enos Wetland

Date September 17, 2020

To: Department of Administration, Public Works Division
 Room W467
 402 West Washington Street
 Indianapolis, Indiana 46204

Pursuant to notices given, the undersigned proposes to furnish and install work
 in accordance with the construction documents prepared by:

Division of Reclamation/ 14619 W. SR 48 Jasonville, IN 47438/ (812) 665-2207
 (Designer Name, Address, Telephone)

for the sum of Three Hundred Twenty-Four Thousand, Six Hundred and Ninety-Five Dollars Even
 (State amount in words)

\$ 324,695.00
 (State amount in figures)

If required add attachment for all unit prices called for in the Specifications.

20-1237324 Federal I.D. Number or Social Security Number

Contractor's Email address mail@k-exc.com
 (Contract and Purchase Order will be sent to email address provided)

Bidder ID Number 0000023372

(If you do not have an Indiana Department of Administration Bidder ID Number, please obtain one online at:
<http://www.in.gov/idoa/2464.htm>)

ALTERNATE BIDS

Add Alternates Are Not to be included as part of the Base Bid Scope of Work.

Deduct Alternates are items of work that Are to be included in the Base Bid Scope of Work, and deducted from the project as described herein.

The work shall be as described in Section, ALTERNATES.

Bidder shall provide a response to each alternate specified. Response must indicate the amount to be ADDED to the base bid, DEDUCTED from the base bid, or that there is NO CHANGE.

Failure to respond to all alternates may cause the bid to be rejected.

BIDDER SHALL CHECK APPLICABLE BOX for each listed alternate.

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Ethics Compliance. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, the Bidder (a sole proprietor) has hereunto set his hand
this 17 day of September, 2020.

Kerns Excavating, LLC
Proprietorship (Company Name)

(INDIVIDUAL)


Bidder (Owner)

IN TESTIMONY WHEREOF, the Bidder (a partnership) has hereunto set their hands
this ___ day of _____, 20__.

Company Name

Partner

Partner

IN TESTIMONY WHEREOF, the Bidder (a corporation) has caused this proposal to be signed by its
President or other authorized signatory and Secretary this _____ day of _____, 20__.

Corporation Name

By President or Other Authorized Signatory

Secretary

If the bid is signed by other than the President, a Corporation Resolution designating other authorized signatory shall be submitted with this bid unless already on file with the Certification Board of the Public Works Division.

BY SIGNING THIS BID THE BIDDER ACKNOWLEDGES PROCUREMENT OF ALL ADDENDA AND
CERTIFIES THAT THIS BID RECOGNIZES ALL ITEMS IN ALL ADDENDA. *P.V.*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Kerns Excavating, LLC
7123 N. Windmill Road, Bicknell, IN 47512
(Contractor's Name and Address)

as Principal, hereinafter called the Principal, and the The Hanover Insurance Company
(Bonding Company Name)

a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto Public Works Division/Department of
Administration, State of Indiana, as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Amount Bid Dollars (\$ 5%)
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: (insert State Project Number, Description and Location)

Project No. DEL2115208087/E008317

Project Description: Abandoned Coal Mine Restoration

Project Location: AML Site 898 - Enos Wetland, Pike County, Indiana

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 hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of September, 2020.

[Signature]
(Witness)

Kerns Excavating, LLC
(Principal)

By: [Signature]
(Title)

The Hanover Insurance Company
(Surety)

[Signature]
(Witness) Andrea Cortes

Thomas J. Mitchell
(Attorney-in-fact) Thomas J. Mitchell

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

William A. Kantlehner, IV, Thomas J. Mitchell, Christopher E. von Allmen, Andrew G. Windhorst, Jr. Diane L. Phelps, Andrea Cortes, William A. Kantlehner, III, and/or Ryan P. Mitchell

Of Garrett-Stotz Company of Louisville, KY each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of August, 2019.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

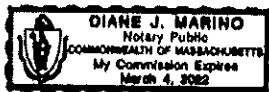


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 23rd day of August, 2019 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of September 2020

CERTIFIED COPY

Theodore G. Martinez, Vice President

SCHEDULE OF SUPPLEMENTAL UNIT PRICES
SITE 898, Enos Wetland
PROJECT NO. E008-317

Unknown site conditions or design changes will have an impact on the amount of labor and materials required to complete this contract according to the plans and specifications. Therefore, the contractor shall prepare his lump sum bid based on the estimated dimensions or quantities provided in the plans and specifications. The contractor agrees to accept the following unit prices to adjust the amount of the contract, if actual site conditions or later changes in the design require quantities more than or less than those estimated. These unit prices shall be submitted with the lump sum bid.

1.	Temporary Silt Fence.....	\$ 3.00	/LFT
2.	Temporary Check Dam, Straw Balc.....	\$ 85.00	/EACH
3.	Sodium Hydroxide Solution, 20%.....	\$ 5.00	/GAL
4.	Sodium Hydroxide Solution, 50%.....	\$ 9.00	/GAL
5.	Soil Test.....	\$ 51.00	/EACH
6.	Agricultural Lime.....	\$ 26.00	/TON
7.	Nitrogen.....	\$ 480.00	/LBS
8.	Phosphate.....	\$ 2.00	/LBS
9.	Potash.....	\$ 1.50	/LBS
10.	Wood Chips.....	\$ 23.00	/TON
11.	Straw/Hay.....	\$ 197.00	/TON
12.	Compost.....	\$ 75.00	/TON
13.	Coarse Aggregate, No. 2.....	\$ 40.00	/TON
14.	Riprap, Revetment.....	\$ 55.00	/TON

COMPANY NAME: Kerns Excavating, LLC

SIGNATURE OF BIDDER: 

DATE September 17, 2020

SIGNATURE AFFIDAVIT

PROJECT NO: DEL2115208087/E008-317

STATE OF Indiana }
} SS:
COUNTY OF Knox }

Before me, the undersigned notary public, appeared Ryan Kerns and being duly
(name of bidder)

sworn, on his oath says that he/she is Owner
(president, general partner, owner)

of Kerns Excavating, LLC, bidder on Project No. E008-317, and
(name of company)

Affirmed that:

- 1. This bid is submitted in good faith in the amount stated herein, and will be fulfilled
according to the Contract Documents (contract, general and supplemental conditions,
technical specification, drawings and addenda thereto), if his bid is accepted; and
2. The statements are true contained in the Non-Collusion Statement, and as applicable, the
Contractor's Affidavit of Subs Employed, the M/WBE Participation Plan and the
M/WBE Good Faith Effort Work Sheet.

By: [Signature]
(Signature)
Ryan Kerns
(Printed name)
Kerns Excavating, LLC
(Printed or typed name of company)

(must be signed by principal of organization)

STATE OF Indiana }
} SS:
COUNTY OF Knox }

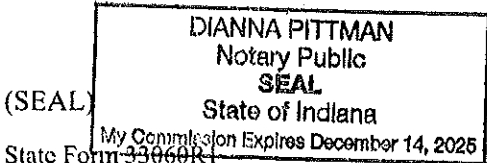
Ryan Kerns personally appeared before me, a Notary Public, in and for said
County and State, this 17 day of September, 2020, after being duly sworn upon his
oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

December 14, 2025

[Signature]
NOTARY PUBLIC - SIGNATURE


Diana Pittman
NOTARY PUBLIC PRINTED NAME



(SEAL)
State Form 33060R1

NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**



Signature

Ryan Kerns

Printed Name

Owner

Title

Kerns Excavating, LLC

Company

N/A

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, do hereby certify that I am the Secretary
of _____
Type Name
of _____, a corporation duly organized and
existing under and by virtue of the Laws of the State of Indiana;

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the _____ day of _____, 20_____, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand for said corporation this _____ day
of _____, 20_____.

By: _____
(Signature)

(must be signed by principal of organization)

STATE OF }
 } SS:
COUNTY OF }

personally appeared before me, a Notary Public, in and for said County and State, this
day of _____, 20_____, after being duly sworn upon his oath, says that the facts
alleged in the foregoing affidavit are true.

My Commission Expires:

NOTARY PUBLIC - SIGNATURE

(SEAL)

NOTARY PUBLIC PRINTED NAME

CONTRACTOR'S AFFIDAVIT OF SUBS EMPLOYED

Public Works Project Number: E008-317 Date: September 17, 2020


Project Description: AML Site 898 Enos Wetland, Pike County

Prime Contractor: Kerns Excavating, LLC

Form Submitted for Bid: x Contract: _____ or Payment No.: _____

The following companies are subcontractors on this project for the amount indicated:

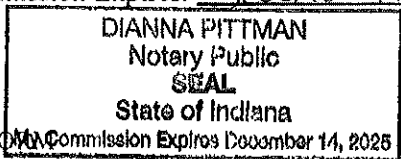
Subcontractor Name	Subcontract For	Subcontract Amount	Revised Amount	DAPW Certified Y/N	MBE WBE	On Site Y/N
None						


Ryan Kerns  being duly sworn upon oath, deposes and says that he is Owner of the firm of Kerns Excavating, LLC and is familiar with the affidavit herewith and that these entries are complete and true.

STATE OF Indiana }
COUNTY OF Knox } SS:

Ryan Kerns personally appeared before me, a Notary Public, in and for said County and State, this 17 day of September, 2020, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires: December 14, 2025




NOTARY PUBLIC - SIGNATURE
Dianna Pittman
NOTARY PUBLIC PRINTED NAME

I. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A Respondent is expected to submit in each response a Minority and Women's Business Enterprises Participation Plan in accordance with IC 4-13-16.5 and 25 IAC 5. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBD) directory of certified firms. Respondents must indicate the name of the MBE and WBE with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), the specific dollar amount from this contract that will be directed toward each firm, and the approximate date these products and/or services will be utilized. If participation is met through use of vendors who supply products and/or services, the Respondent must also indicate the vendor's tax ID number as well as provide a description of products and/or services provided to the Respondent that are directly related to this proposal and the cost of direct supplies for this proposal. All prime contractors, including MBE and WBE prime contractors, must meet the contract goals through use of subcontractors. MBE and WBE prime contractors will get no credit toward the contract goal for the use of its own workforce. The State does not accept national plans.

Failure to meet these requirements will affect the evaluation of your Proposal. The Department reserves the right to verify all information included in the Plan.

Respondents are encouraged to contact and work with MWBD to design a plan to meet established goals. MWBD's website address is www.IN.gov/idoa/minority/ and contains a complete list of all the Department's certified MBE's and WBE's.

**Minority & Women's Business Enterprises Participation
Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE and/or WBE of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the Plan should be directed to MWBD's Compliance Unit at 317/232-3061

MBE/WBE PARTICIPATION PLAN

RFP # / Bid # / Quote # _____ DUE DATE _____

(Circle One)

RFP / BID / QUOTE NAME _____

(Circle One)

RESPONDENT _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE () _____

The following MBE and/or WBE's listed in the MWBD directory will be participating in the contract:

<u>MBE/WBE</u>	<u>P HONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
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None- Kerns Excavating will be self performing the work on this project.

*If additional room is necessary, indicate here_____. Please attach a separate page.

THIS DOCUMENT MUST BE INCLUDED IN YOUR RESPONSE

**Indiana Department of Administration
Public Works and State Office Building Commission
GOOD FAITH EFFORTS WORKSHEET**

BIDDER Kerns Excavating, LLC BID/PROJECT NUMBER E008-317

CONTRACT GOALS 7% MBE 5% WBE

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)

Indicate **Good Faith Efforts** made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the **Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy**.

MBE and WBE Barrier Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

Kerns Excavating will be self performing the work on this project.

**U.S. DEPARTMENT OF THE INTERIOR
Office of Surface Mining Reclamation and Enforcement**

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions.

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions. (See Appendix A of Subpart D of 43 CFR 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (See Appendix B of Subpart D of 43 CFR 12).

Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals) (See Appendix C of Subpart D of 43 CFR 12).

Certification Regarding Lobbying (See 43 CFR 18).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Surface Mining determines to award the covered transaction, grant or cooperative agreement.

<p>PART A: Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions</p>
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N/A *CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE*

1. The prospective primary 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 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)
2. The prospective primary participant agrees by submitting this proposal that it will include the clauses under Part B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

X CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug Free Workplace Requirements

N/A CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

1. The grantee certifies that it will or continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
2. The grantee shall provide below the site(s) of the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

PART D: Certification Regarding Lobbying

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

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 an agency, a Member of Congress and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Ryan Kerns, Owner

September 17, 2020

TYPED NAME AND TITLE

DATE

This form consolidates DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963.

DI-2010 (March 1995)
Modified for OSM Use



KERNS EXCAVATING, LLC EMPLOYEE DRUG TESTING PLAN

The company intends to promote safety for all of our employees, customers, and others on or near our work sites. To this end, there shall be no alcohol or drug use during work hours and employees shall not be impaired or under the influence of alcohol or drugs during work hours. If an employee is prescribed prescription medication by a physician, the employee must submit a list of his/her prescription medications. Further, in accordance with IC 4-13-18, the following shall be executed:

1. Testing – A (5) panel multi drug screen test will be used for identifying the following substances: Amphetamines, cocaine, opiates, PCP, and THC.


Drug and alcohol tests will be administered under the following conditions:

- randomly, and unscheduled, for one or all of our employees, at the discretion of the employer;
- employee's will be subject to at least (1) drug test annually along with (2%) of employee's randomly selected each month for drug testing
- when an employee shows signs of impairment on the job;
- after any accident or occurrence that results in an injury on the job or which results in property damage;
- at hiring time, when all new hires will be required to pass a pre-employment drug test as a condition of employment.

2. Employees Who Refuse Testing - Any employee who refuses to submit to a drug and alcohol test upon the request of the company will be terminated.

3. Employees who test positive - As a result of (1) positive drug test, the employee is suspended from work for a period of (30) days, directed by Employer to a program of treatment, and subject to unannounced drug testing for a period of (1) year beginning the day the employee returns to work;

- As a result of (2) positive drug tests, the employee is suspended from work for a period of (90) days, directed by Employer to a program of treatment, and subject to unannounced drug testing for a period of (1) year beginning the day the employee returns to work;
- As a result of (3) positive drug tests, the employee is suspended from work for a period of (1) year, directed by Employer to a program of treatment, and subject to unannounced drug testing for a period of (1) year beginning the day the employee returns to work;
- Employee is subject to suspension or immediate termination;
- Employee is not eligible for reinstatement until he/she tests negative on a (5) drug panel test certified by a medical review officer;
- Employee is subject to unscheduled sporadic testing for a least (1) year after reinstatement;
- Employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than (1) drug test.

Employer Signature: 

Date: 9-17-20

STATE OF INDIANA)
COUNTY OF KNOX) SS:

Ryan Kents, personally appeared before me, a Notary Public, in and for said County and State, this 17 day of September, 2020, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission expires: December 14, 2025

(SEAL)

DIANNA PITTMAN Notary Public SEAL State of Indiana My Commission Expires December 14, 2025
--


Notary Public - Signature

Dianna Pittman
Notary Public - Printed Name

GENERAL BID FOR PUBLIC WORKS

CONTRACTOR'S BID

For Mine Reclamation
(Insert class of work)

Project Number DEL 2115208087/E008317

Project Description (Title) Enos Wetland
AML Site 898

Date 9/17/2020

To: Department of Administration, Public Works Division
Room W467
402 West Washington Street
Indianapolis, Indiana 46204

Pursuant to notices given, the undersigned proposes to furnish and install work in accordance with the construction documents prepared by:

IDNR
(Designer Name, Address, Telephone)

for the sum of Three Hundred Seventy Nine Thousand
(State amount in words)

Eight Hundred and Fifty dollars \$ 379,850.00
(State amount in figures)

If required add attachment for all unit prices called for in the Specifications.

35-1582525 Federal I.D. Number or Social Security Number

Contractor's Email address Carra.m@aignerconstruction.com
(Contract and Purchase Order will be sent to email address provided)

Bidder ID Number 0000030409

(If you do not have an Indiana Department of Administration Bidder ID Number, please obtain one online at: <http://www.in.gov/idoa/2464.htm>)

Addendum #1 8-26-20
Addendum #2 9-3-20
Clarification #1 9-4-20 } We Acknowledge

ALTERNATE BIDS

Add Alternates Are Not to be included as part of the Base Bid Scope of Work.

Deduct Alternates are items of work that Are to be included in the Base Bid Scope of Work, and deducted from the project as described herein.

The work shall be as described in Section, ALTERNATES.

Bidder shall provide a response to each alternate specified. Response must indicate the amount to be ADDED to the base bid, DEDUCTED from the base bid, or that there is NO CHANGE.

Failure to respond to all alternates may cause the bid to be rejected.

BIDDER SHALL CHECK APPLICABLE BOX for each listed alternate.

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Alternate No. ___ ADD ___ DEDUCT ___ NO CHANGE ___ AMOUNT \$ _____

Ethics Compliance. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

Pursuant to IC 22-9-1-10, the Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, the Bidder (a sole proprietor) has hereunto set his hand
this ___ day of _____, 20__.

Proprietorship (Company Name)

(INDIVIDUAL)

Bidder (Owner)

IN TESTIMONY WHEREOF, the Bidder (a partnership) has hereunto set their hands
this ___ day of _____, 20__.

Company Name

Partner

Partner

IN TESTIMONY WHEREOF, the Bidder (a corporation) has caused this proposal to be signed by its
President or other authorized signatory and Secretary this 17th day of September, 2020.

Jerry Aigner Construction, Inc

Corporation Name

Jerry L Aigner

By President or Other Authorized Signatory

Pamela D Aigner

Secretary

If the bid is signed by other than the President, a Corporation Resolution designating other authorized signatory shall be submitted with this bid unless already on file with the Certification Board of the Public Works Division.

BY SIGNING THIS BID THE BIDDER ACKNOWLEDGES PROCUREMENT OF ALL ADDENDA AND
CERTIFIES THAT THIS BID RECOGNIZES ALL ITEMS IN ALL ADDENDA.

SCHEDULE OF SUPPLEMENTAL UNIT PRICES
SITE 898, Enos Wetland
PROJECT NO. E008-317

Unknown site conditions or design changes will have an impact on the amount of labor and materials required to complete this contract according to the plans and specifications. Therefore, the contractor shall prepare his lump sum bid based on the estimated dimensions or quantities provided in the plans and specifications. The contractor agrees to accept the following unit prices to adjust the amount of the contract, if actual site conditions or later changes in the design require quantities more than or less than those estimated. These unit prices shall be submitted with the lump sum bid.

1.	Temporary Silt Fence.....	\$	<u>3.50</u>	/LFT
2.	Temporary Check Dam, Straw Bale.....	\$	<u>50.00</u>	/EACH
3.	Sodium Hydroxide Solution, 20%.....	\$	<u>8.00</u>	/GAL
4.	Sodium Hydroxide Solution, 50%.....	\$	<u>15.00</u>	/GAL
5.	Soil Test.....	\$	<u>250.00</u>	/EACH
6.	Agricultural Lime.....	\$	<u>27.00</u>	/TON
7.	Nitrogen.....	\$	<u>1.00</u>	/LBS
8.	Phosphate.....	\$	<u>1.50</u>	/LBS
9.	Potash.....	\$	<u>2.00</u>	/LBS
10.	Wood Chips.....	\$	<u>68.00</u>	/TON
11.	Straw/Hay.....	\$	<u>170.00</u>	/TON
12.	Compost.....	\$	<u>93.00</u>	/TON
13.	Coarse Aggregate, No. 2.....	\$	<u>50.00</u>	/TON
14.	Riprap, Revetment.....	\$	<u>50.00</u>	/TON

COMPANY NAME: Jerry Aligner Construction, Inc.
SIGNATURE OF BIDDER: *Jerry & Aligner*
DATE: 9/17/2020

SIGNATURE AFFIDAVIT

PROJECT NO: DEL 215 208087 / E008317

STATE OF INDIANA }
COUNTY OF WARRICK } SS:

Before me, the undersigned notary public, appeared Jerry L. Aigner and being duly
(name of bidder)

sworn, on his oath says that he/she is President
(president, general partner, owner)

of Jerry Aigner Const., Inc, bidder on Project No. E008317, and
(name of company)

Affirmed that:

1. This bid is submitted in good faith in the amount stated herein, and will be fulfilled according to the Contract Documents (contract, general and supplemental conditions, technical specification, drawings and addenda thereto), if his bid is accepted; and
2. The statements are true contained in the Non-Collusion Statement, and as applicable, the Contractor's Affidavit of Subs Employed, the M/WBE Participation Plan and the M/WBE Good Faith Effort Work Sheet.

By: Jerry L. Aigner
(Signature)

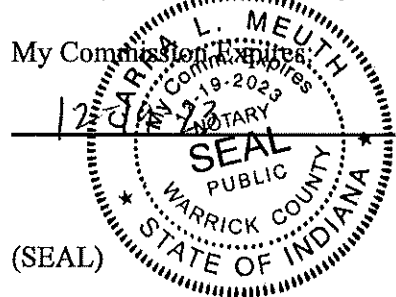
Jerry L. Aigner
(Printed name)

Jerry Aigner Const., Inc.
(Printed or typed name of company)

(must be signed by principal of organization)

STATE OF INDIANA }
COUNTY OF WARRICK } SS:

Jerry L. Aigner personally appeared before me, a Notary Public, in and for said County and State, this 17th day of September, 2020, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.



Caral L. Meuth
NOTARY PUBLIC - SIGNATURE

Caral L. Meuth
NOTARY PUBLIC PRINTED NAME

**Indiana Department of Administration
Public Works and State Office Building Commission
GOOD FAITH EFFORTS WORKSHEET**

BIDDER Jerry Aigner Construction, Inc

E 008317
BID/PROJECT NUMBER Site 898

CONTRACT GOALS 7% MBE 5% WBE

List the M/WBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be maintained.

Company Name and Address	MBE	WBE	Type of Contact	Date of Contact	Date Response Due	Goods Or Services Requested	Result (Include Price Quote)
MJ Schuetz Ins. Indianapolis, IN		✓	Call	9-1-20	9-10-20	Bonding	Will use (bonding)
SAAM Trucking Newburgh, IN	✓		Email	9-2-20	9-10-20	Trucking	\$7/wr. / \$92/wr OT Rate
Starnes Trucking Princeton, IN		✓	Email	9-2-20	9-10-20	Trucking	No reply
CK United Trucking Evansville, IN	✓		Email	9-2-20	9-10-20	Trucking	Not Bidding
Bishop Trucking Co Columbus, IN		✓	Email	9-2-20	9-10-20	Trucking	No reply
Julie Hornbrook LLC Boonville, IN		✓	Email	9-2-20	9-10-20	Trucking	No reply
J Concrete Const. Montgomery, IN		✓	Email	9-2-20	9-10-20	Trucking	"
Soteria Hauling & Exc. Bedford, IN		✓	Email	9-2-20	9-10-20	Trucking	"
Columbus Transport Columbus, IN		✓	Email	9-2-20	9-10-20	Trucking	"

Indicate Good Faith Efforts made to utilize MWBEs. Check and explain all that apply or should be considered. Please provide evidence of the efforts that you want to be considered. A complete description of each criteria may be found in the Indiana Department of Administration Public Works and State Office Building Commission MWBE Participation Policy.

MBE and WBE Barrier Assistance	Describe
Advertisement	Describe
Agency Assistance	Describe
Other Criteria	Describe

I. MINORITY AND WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A Respondent is expected to submit in each response a Minority and Women's Business Enterprises Participation Plan in accordance with IC 4-13-16.5 and 25 IAC 5. The Plan must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBD) directory of certified firms. Respondents must indicate the name of the MBE and WBE with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), the specific dollar amount from this contract that will be directed toward each firm, and the approximate date these products and/or services will be utilized. If participation is met through use of vendors who supply products and/or services, the Respondent must also indicate the vendor's tax ID number as well as provide a description of products and/or services provided to the Respondent that are directly related to this proposal and the cost of direct supplies for this proposal. All prime contractors, including MBE and WBE prime contractors, must meet the contract goals through use of subcontractors. MBE and WBE prime contractors will get no credit toward the contract goal for the use of its own workforce. The State does not accept national plans.

Failure to meet these requirements will affect the evaluation of your Proposal. The Department reserves the right to verify all information included in the Plan.

Respondents are encouraged to contact and work with MWBD to design a plan to meet established goals. MWBD's website address is www.IN.gov/idoa/minority/ and contains a complete list of all the Department's certified MBE's and WBE's.

**Minority & Women's Business Enterprises Participation
Letter of Commitment**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the Plan. This letter(s) shall state and will serve as acknowledgement from the MBE and/or WBE of its amount of participation, the scope of products and/or services, and approximate date these products and/or services will be utilized.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the Plan should be directed to MWBD's Compliance Unit at 317/232-3061

MBE/WBE PARTICIPATION PLAN

RFP # / Bid # / Quote # DEL2115208087/E008317 DUE DATE 9/17/2020

(Circle One)

RFP / BID / QUOTE NAME ENOS Wetland

(Circle One)

RESPONDENT Ferry Anne Covol

ADDRESS 944 N. Baker Rd

CITY/STATE/ZIP Bloomfield IN 47601

PHONE () 812-847-5815

The following MBE and/or WBE's listed in the MWBD directory will be participating in the contract:

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS/SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
<u>WBE</u>	<u>MJ Schmetz</u>	<u>Bonding</u>		<u>9/30/20</u>	<u>3400</u>

*If additional room is necessary, indicate here _____ . Please attach a separate page.

THIS DOCUMENT MUST BE INCLUDED IN YOUR RESPONSE

CERTIFICATE OF CORPORATE RESOLUTION

I, Pamela D. Aigner, do hereby certify that I am the Secretary
Type Name
of Jerry Aigner Const., Inc, a corporation duly organized and
existing under and by virtue of the Laws of the State of Indiana;

I further certify that a regular/special meeting of the members of the Board of Directors of said corporation, duly called held and convened in conformity with the Charter and By Laws of said corporation, on the 17th day of September, 2020, a quorum being present and voting thereon, the following resolution was duly adopted, to-wit:

That, Jerry L. Aigner, President of Jerry Aigner Const., has the authority to sign any and all documents that concerns Jerry Aigner Const., Inc.

I further certify that the foregoing resolution is a full, true, and complete copy as the same appears on record in the Minute Record Book of said corporation of which I am the legal custodian; that the same has not been altered, amended or repealed and is now in full force and effect.

In Witness Whereof, I have hereunto set my hand for said corporation this 17th day of September, 20 20.

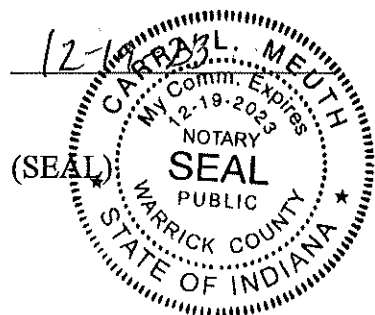
By: Pamela D. Aigner
(Signature)

(must be signed by principal of organization)

STATE OF INDIANA }
} SS:
COUNTY OF WARRICK }

personally appeared before me, a Notary Public, in and for said County and State, this 17th day of September, 20 20, after being duly sworn upon his oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:



Carra L Meuth
NOTARY PUBLIC - SIGNATURE

Carra L. Meuth
NOTARY PUBLIC PRINTED NAME

NON-COLLUSION STATEMENT

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Jerry L. Aigner
Signature

Jerry L. Aigner
Printed Name

President
Title

Jerry Aigner Const., Inc.
Company

**U.S. DEPARTMENT OF THE INTERIOR
Office of Surface Mining Reclamation and Enforcement**

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions.

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions. (See Appendix A of Subpart D of 43 CFR 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (See Appendix B of Subpart D of 43 CFR 12).

Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals) (See Appendix C of Subpart D of 43 CFR 12).

Certification Regarding Lobbying (See 43 CFR 18).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Surface Mining determines to award the covered transaction, grant or cooperative agreement.

<p>PART A: Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions</p>

N/A *CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE*

1. The prospective primary 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 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)
2. The prospective primary participant agrees by submitting this proposal that it will include the clauses under Part B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

X CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug Free Workplace Requirements

N/A CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

1. The grantee certifies that it will or continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The grantee shall provide below the site(s) of the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

PART D: Certification Regarding Lobbying

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

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 an agency, a Member of Congress and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Jerry L. Aigner, President *9/17/2020*

TYPED NAME AND TITLE DATE

This form consolidates DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963.

5.1.3

Jerry Aigner Construction, Inc. Written Drug Policy

Drug Policy

It is the purpose of Jerry Aigner Construction, Inc. (Company) to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of Jerry Aigner Construction, Inc.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
- All tests shall consist of a minimum (5) drug panel for the following drugs; Amphetamine, Cocaine, Opiates (92000 mg/ml), PCP and THC

The Company will conduct drug testing under one or another of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined by the Company. But not less than 1/12 of 25% of total workforce monthly.
- **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

5.1.4

Disciplinary Actions

- The first positive test shall result in a thirty (30) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing;
- A second positive test shall result in a ninety (90) day period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing;
- A third positive test shall result in a one (1) year period of ineligibility for work, and upon returning to work, one (1) year of unannounced follow-up testing; and
- Any subsequent positive test shall be treated the same as a third positive test.

At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.

Policy Effective 1-9-2009

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jerry Aigner Construction, Inc., 944 N Baker Rd, Boonville, IN 47601-9509
(Contractor's Name and Address)

as Principal, hereinafter called the Principal, and the Merchants Bonding Company (Mutual)
(Bonding Company Name)

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto Public Works Division/Department of
Administration, State of Indiana, as Obligee, hereinafter called the Obligee,

in the sum of *** Five Percent (5%) of the Accompanying Bid *** Dollars (\$-----)
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: (insert State Project Number, Description and Location)

Project No. E008317

Project Description: Public Works Project#E008317 ENOS Wetland AML Site 898

Project Location: Pike County Indiana

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 hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of September, 2020.

Carin Y. Muth
(Witness)

Jerry Aigner Construction, Inc.
(Principal)

By: Jerry K. Aigner
(Title) President

Merchants Bonding Company (Mutual)
(Surety)

Adrian B. Borch
Witness

Carolyn J. Waggoner
(Attorney-in-fact)
Carolyn J. Waggoner

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Carolyn J Waggoner; David A Linthicum; Michael K Corcoran; Pamela D Christianson; Stella M Milli; Tiffany T Williams; Vickie L Wolcott

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

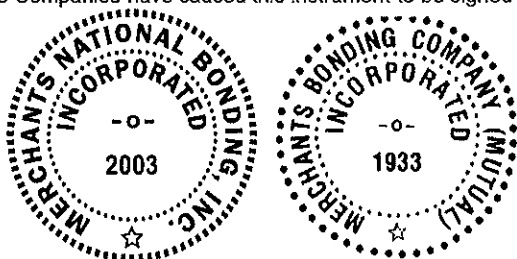
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

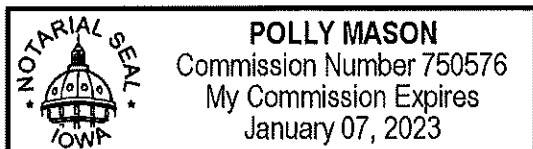


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

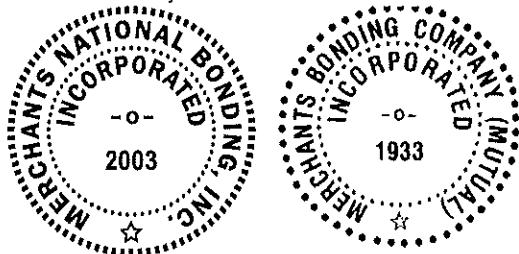


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of September, 2020.



William Warner Jr.
Secretary