

BID FORM

- 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.

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

- 3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

Addendum #1

August 11, 2022

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "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;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 4.02 *By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:*
- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 4.03 *Each person signing the bid shall certify that:*
- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
 - B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.
- 4.04 *Bidder certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".*
- 4.05 *Bidder certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the*

provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

A. Minimum wages.

1. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://beta.sam.gov/>.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total Price
BASE BID (CITY OF ROCHELLE)					
1	MOBILIZATION	1.00	LS	\$9,949.63	\$9,949.63
2	EARTH EXCAVATION, GRADING AND BORROW	1.00	LS	\$66,637.55	\$66,637.55
3	EROSION AND SEDIMENT CONTROL	1.00	LS	\$9,899.91	\$9,899.91
4	SEEDING, MULCH AND RESTORATION	1.00	LS	\$39,593.80	\$39,593.80

5	SUBBASE GRANULAR MATERIAL, TYPE B	100.00	CY	\$19.87	\$1,987.00
6	REMOVE AND REPLACE UNSUITABLE MATERIAL	100.00	CY	\$32.10	\$3,210.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300.00	SY	\$0.80	\$240.00
8	AGGREGATE BASE COURSE, TYPE B, VARIABLE DEPTH	5,736.00	TN	\$17.97	\$103,075.92
9	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	292.00	SY	\$8.08	\$2,359.36
10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	597.52	TN	\$102.49	\$61,239.82
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	432.93	TN	\$110.76	\$47,951.33
12	BITUMINOUS MATERIALS (PRIME COAT)	2,271.00	LB	\$1.61	\$3,656.31
13	PORTLAND CEMENT JOINTED CONCRETE PAD, 14"	7,434.00	SY	\$84.87	\$630,923.58
14	CATCH BASIN, 2' DIA WITH FR & GR	1.00	EA	\$2,631.31	\$2,631.31
15	PERFORATED DRAIN TILE W/ SOCK, DUAL WALL, 8"	1,240.00	LF	\$5.88	\$7,291.20
16	CONCRETE HEADWALL TILE OUTLET	1.00	EA	\$1,664.16	\$1,664.16
17	RIPRAP, RR3 WITH FABRIC AND BEDDING STONE	10.00	SY	\$69.80	\$698.00
TOTAL				\$993,008.88	
No.	Description	Quantity	Unit	Unit Price	Total Price
ALTERNATE 1 (GREDCO)					
1	MOBILIZATION	1.00	LS	\$9,949.63	\$9,949.63
2	EARTH EXCAVATION, GRADING AND BORROW	1.00	LS	\$115,898.58	\$115,898.58
3	EROSION AND SEDIMENT CONTROL	1.00	LS	\$9,899.91	\$9,899.91
4	LANDSCAPING, SEEDING, MULCH AND RESTORATION	1.00	LS	\$50,450.50	\$50,450.50
5	SUBBASE GRANULAR MATERIAL, TYPE B	100.00	CY	\$19.87	\$1,987.00
6	REMOVE AND REPLACE UNSUITABLE MATERIAL	100.00	CY	\$32.10	\$3,210.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300.00	SY	\$0.80	\$240.00
8	GEOGRID (FILTERGRID)	26,126.00	SY	\$0.80	\$20,900.80
9	AGGREGATE PAVEMENT, 18"	26,126.00	SY	\$14.06	\$367,331.56
10	CATCH BASIN, 2' DIA WITH FR & LID	1.00	EA	\$2,631.31	\$2,631.31
11	CATCH BASIN, 2' DIA WITH FR & GR	4.00	EA	\$2,631.30	\$10,525.20
12	DETENTION POND OUTLET STRUCTURE, 4' DIA WITH FR & LID	2.00	EA	\$3,318.87	\$6,637.74
13	PERFORATED DRAIN TILE, DUAL WALL, 8"	475.00	LF	\$5.88	\$2,793.00
No.	Description	Quantity	Unit	Unit Price	Total Price
ALTERNATE 1 (GREDCO) (Continued)					
14	FIELD CONNECTION TO EXISTING FIELD TILE	2.00	EA	\$1,512.38	\$3,024.76
15	STORM SEWER, CLASS B, TYPE 1, HDPE, 12"	1,569.00	LF	\$29.35	\$46,050.15
16	CONCRETE CULVERT END SECTION, 12"	6.00	EA	\$1,475.84	\$8,855.04
17	RIPRAP, RR3 WITH FABRIC AND BEDDING STONE	90.00	SY	\$41.79	\$3,761.10
TOTAL				\$664,146.28	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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 calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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 license within the time for acceptance of Bids;
- D. 00 45 46.01 – Certification of Equal Employment Opportunity
- E. 00 45 46.03 – Certification by Proposed Subcontractor Regarding Equal Employment Opportunity
- F. 00 45 46.05 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- G. 00 45 46.06 - Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- H. 00 45 46.10 – Noncollusion Affidavit of Prime Bidder
- I. 00 45 46.11 - Noncollusion Affidavit of Subcontractor
- J. 00 45 46.12 – BEP Utilization Plan

ARTICLE 8 – DEFINED TERMS

- 8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Porter Brothers Construction, Inc.

By:

[Signature]



[Printed name]

Matthew Porter - President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Jennifer Thompson

Title:

Office Manager

Submittal Date:

8/16/2022

Address for giving notices:

Porter Brothers Construction, Inc.

9904 Freeport Road

Rock Falls, IL. 61071

Telephone Number:

815-625-6206

Fax Number:

815-625-6712

Contact Name and e-mail address:

Jennifer Thompson

jthompson@porterbrothers.net

Bidder's License No.:

(where applicable)

SECTION 00 43 36

PROPOSED SUBCONTRACTOR LIST

Name of General Contractor: Porter Brothers Construction, Inc.

No.	Work	Subcontractor
1	Excavation	Self Performed
2	HMA Paving	Self Performed
3	Concrete Paving	Self Performed
4	Storm Sewer	Self Performed
5	Restoration/Seeding	Self Performed
6	Other	Trucking MTC Moreno's, Inc.
7		Milling MTC Moreno's, Inc.
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Notes:

1. Indicate "Self-Performed" if a Subcontractor will not be utilized for the Work.
2. Add additional Work scope items such that all Subcontractors planned to be utilized are named on this sheet.

END SECTION

SECTION 00 45 46.01

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

Porter Brothers Construction, Inc.
9904 Freeport Road
Rock Falls, IL. 61071

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☒ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions.
☒ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type)

Matthew Porter - President

SIGNATURE

DATE

8/12/2022

Replaces Form HUD-1238.CD-1, which is obsolete.

END SECTION.

HUD-950.1(11-78)

SECTION 00 45 46.03

**CERTIFICATION BY PROPOSED SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

MTC Moreno's Inc, 1125 Milford Ave. Rockford, IL 61109

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☒ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
☒ Yes ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

Humberto Moreno, President

NAME AND TITLE OF SIGNER (Please type)



SIGNATURE

8/15/2022
DATE

Replaces Form HUD-1238.CD-1, which is obsolete.

END SECTION.

HUD-950.1(11-78)

SECTION 00 45 46.04

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

MTC Moreno's Inc.
Name of Subcontractor

Proposed Transload Yard Expansion - 20-1026
Project Name and Number

The undersigned hereby certifies that

- a..... Section 3 provisions are included in the Contract
- b..... A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- c..... No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Humberto Moreno, President
Name and Title of Signer (Print or Type)


Signature

8/15/2022
Date

END SECTION.

SECTION 00 45 46.05

CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

TO (Appropriate Recipient):

Date 8/16/2022

c/o

Project Number (if any) 20-1026

Project Name Proposed Transload Yard Expansion

1. The undersigned, having executed a contract with Porter Brothers Construction, Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2[a]).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a. The legal name and the business address of the undersigned are:

Porter Brothers Construction, Inc.

- b. The undersigned is:

- ☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF Illinois
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

- c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Matthew Porter	President	29860 Grennan Road Rock Falls, IL. 61071

HUD-1421(6-75)

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
N/A		

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

Porter Brothers Construction, Inc.

(Contractor)

Date 8/12/2022

By

Matthew Porter - President

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever makes, passes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

END SECTION.

SECTION 00 45 46.06

**SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

TO (APPROPRIATE RECIPIENT) 8/15/2022
DATE
C/O 20-1026
PROJECT NUMBER (IF ANY)
Proposed Transload Yard Expansion
PROJECT NAME

1. The undersigned, having executed a contract with _____
(CONTRACTOR or SUBCONTRACTOR)
_____ for _____
(NATURE OF WORK)
in the amount of \$ _____ in the construction of the above-identified project, certifies that:
- The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
 - Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____ (Date)

3. He certifies that:

- The Legal name and the business address of the undersigned are:
- The undersigned is:
☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF IL
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION (DESCRIBED):

- THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

NAME	TITLE	ADDRESS
Humberto Moreno	President	1125 Milford Ave. Rockford, IL 61109

- d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME

ADDRESS

NATURE OF INTEREST

NA

- e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME

ADDRESS

TRADE CLASSIFICATION

NA

Subcontractor: **MTC Moreno's Inc.**

By: (Signature) Date: **8/15/2022**

WARNING

U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER, MAKES, PASSES, UTTERS OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE, SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

END SECTION.

SECTION 00 45 46.10

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois)

County of Whiteside) ss.

Matthew Porter, being first duly sworn, deposes and says that:

1. He is President of Porter Brothers Construction, Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)



Matthew Porter - President

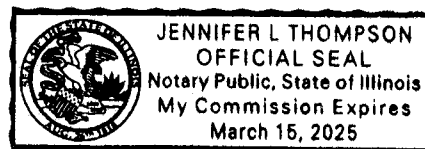
(Name & Title)

Subscribed and sworn to before me
this 12th day of August, 2022

Jennifer L. Thompson


(Notary Public)

My commission expires 3/15/2025



END SECTION.

SECTION 00 45 46.11

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Illinois

County of Winnebago ss.

_____, being first duly sworn, deposes and says that:

1. He is Humberto Moreno of MTC Moreno's Inc. hereinafter referred to as the "subcontractor";
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to Porter Brothers Construction, Inc. the Contractor for certain work in connection with the 20-1026 Contract pertaining to the Project in Rochelle, IL. (City or County and State);
3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President

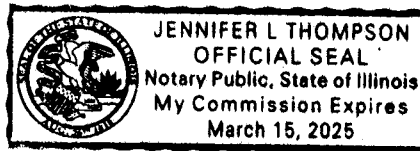
(Title)

Subscribed and sworn to before me

this 15th day of August, 2022

Jennifer L. Thompson

Jennifer L. Thompson
(Notary Public)



My commission expires: 3/15/2025

END SECTION.

Office of Grants Management BEP Utilization Plan**Minority, Female, Persons with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Goal to be achieved by the Grantee: This Utilization Plan includes a specific Business Enterprise Program (BEP) utilization goal of % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan.

Utilization Plan ("UP") must demonstrate that the Grantee has either met the UP goal or that it has made good faith efforts to do so.

At the time of proposal submission, the certified vendor may not yet be certified with CMS Business Enterprise Program; however, the certified vendor must meet the eligibility requirements and be fully certified in the BEP Program before Grant award. Visit the link below for complete requirements and to apply for certification in the Business Enterprise Program.

Certified Vendor Locator References: Grantees may consult CMS BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm as well as the directories of other certifying agencies, but subcontracting vendors must be certified by CMS as BEP Vendors before the time of Grant Agreement award.

Grantee Assurance: The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan should include the work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor shall be counted towards the goal. The entire amount of that portion of the Grant Agreement that is performed by the certified vendor's, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Grantee.
- 2) A joint venture shall count the portion of the total dollar value of the Grant Agreement equal to the distinct, clearly defined portion of the work of the Grant Agreement that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the value of the subcontracted work shall be counted toward the Grant Agreement goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Grantee shall count towards the goal 100% of its expenditures for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Grantee shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Grant Agreement, provided that the fee or commission is determined by the Capital Development Board ("CDB") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (b) The fees charged for delivery of materials and supplies required by the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the CDB to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible, and must itself own and operate at least one fully licensed, insured and operational truck used on the project.

Section I Utilization of Certified Vendors

(Please submit a separate Section I for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

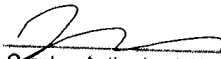
MTC Moreno's, Inc. - 1908 S. 4th Street Rockford, IL. 61104 - 815-222-8882

At the time of submission, the above certified vendor is:

- ☒ Certified with the CMS Business Enterprise Program (BEP) ☒ MBE ☐ WBE ☐ WMBE ☐ PBE
- ☒ Meets the criteria and has submitted an application for certification with BEP

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
- 3) The total estimated cost to the state for the Grant Agreement is \$ 1,000,000. The portion of the Grant Agreement which will be contracted/subcontracted to the certified vendor is \$, or % of the total cost of the Grant Agreement.
- 4) A joint venture agreement is not required as the arrangement between and is that of contractor and subcontractor and not a joint venture.
- 5) The Grantee has not prohibited or otherwise limited (certified vendor) from providing contractor/subcontractor quotes to other potential bidders/Grantees.

We understand that DCEO may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, canceled checks, books of account, and time records.


Grantee Authorized Signature

8/15/2022
date

Section II

Demonstration of Good Faith Efforts to Achieve BEP Contracting/Subcontracting Goal

If the BEP contracting/subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by Office of Grants Management (OGM)). The Grantee will promptly provide evidence whether hard copy or via electronic format in support of its Good Faith Efforts upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Grantee representative who is certifying on behalf of the Grantee that the Grantee has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

MP Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out Grant Agreement work items into economically feasible units to facilitate BEP participation even when the Grantee could perform those scopes with its own forces.

MP Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be contracted/subcontracted on this project, within sufficient time to allow them to respond.

MP Provided timely and adequate information about the plans, specifications and requirements of the Grant Agreement. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

MP Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

MP Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the Grant Agreement (if applicable).

MP Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or woman business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting
BEP Contractor/Subcontractor Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP contractors/subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Grantee reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of Certified Vendor Firm	Date and Method of Contact	Scope of Work Solicited	Reason agreement was not reached
Phoenix Corporation 1006 Rosehill Road Port Byron, IL. 61275	8/11/2022 by email @ 11:09AM	Trucking	Debra Klavon stated that they would be unable to bid due to them being way too busy!
Bluebird Contracting, Inc. 401 Ada Street Rock Falls, IL. 61071	8/11/2022 by email @ 11:04AM	Trucking	Never Contacted us back
MTC Moreno's, Inc. 1908 S. 4th Street Rockford, IL. 61104	8/11/2022 by phone & email @ 11:51AM	Trucking & Milling	May possibly hire as subcontractor


Grantee Authorized Signature

Matthew Porter - President

8/12/2022

date



Illinois Department of Transportation

Certificate of Eligibility

Porter Brothers Asphalt & Sealing, Inc.
1106 Industrial Park Drive Rock Falls, IL 61071

Contractor No 4816

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,425,000.00

001.	EARTHWORK	\$625,000
005	HMA PAVING	\$1,325,000 B
012	DRAINAGE	\$400,000
017	CONCRETE CONSTRUCTION	\$475,000
032	COLD MILL, PLAN. & ROTOMILL	\$150,000
08A	AGGREGATE BASES & SURF. (A)	\$750,000
15A	COVER & SEAL COATS (A)	\$1,425,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/9/2021 TO 9/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/12/2021.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Tim Kell

Engineer of Construction



Affidavit of Availability

For the Letting of 08/16/22



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
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Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Matthew Porter

Title

President

Signature



Date

8/12/22

Company

Porter Brothers Construction, Inc.

Address

9904 Freeport Road

City

Rock Falls

State

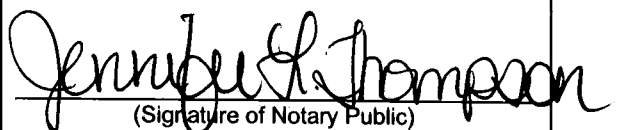
IL

Zip Code

61071

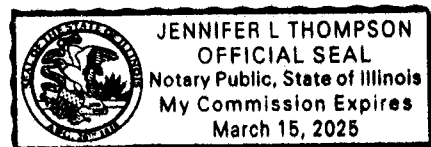
Subscribed and sworn to before me

this 12th day of August, 2022



(Signature of Notary Public)

My commission expires 03/15/2025



(Notary Seal)

☐ Add pages for additional contracts



Affidavit of Availability

For the Letting of 08/16/22



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

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Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
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Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
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Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

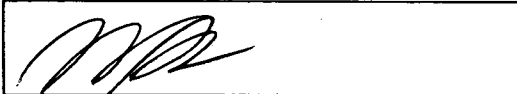
Officer or Director

Matthew Porter

Title

President

Signature



Date

8/12/22

Company

Porter Brothers Construction, Inc.

Address

9904 Freeport Road

City

Rock Falls

State

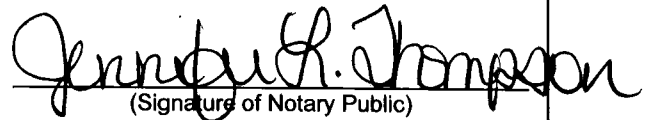
IL

Zip Code

61071

Subscribed and sworn to before me

this 12th day of August, 2022



(Signature of Notary Public)

My commission expires 03/15/2025



JENNIFER L THOMPSON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
March 15, 2025

(Notary Seal)

☐ Add pages for additional contracts

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

PORTER BROTHERS CONSTRUCTION, INC.
9904 Freeport Rd
Rock Falls, IL 61071

SURETY (Name, and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER (Name and Address):

City of Rochelle
420 North Sixth Street, Rochelle, IL 61068

BID

Bid Due Date: 10:00 AM local time, August 16, 2022
Description: PROPOSED TRANSLOAD YARD EXPANION

BOND

Bond Number: GR26449

Date: 8/09/2022

Penal sum Five Percent of Amount Bid

\$ 5.00%

(Words)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

PORTER BROTHERS CONSTRUCTION, INC.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Matthew Porter

Print Name

President

Title

Attest:

Signature

Office Manager

Title

SURETY

Granite Re, Inc.

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Samuel Duchow

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Molli Hansen

Witness

Title

Note: Addresses are to be used for giving any required notice.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

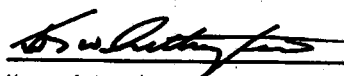
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

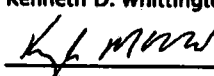
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





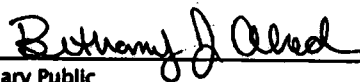
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Bethany J. Alred
Notary Public

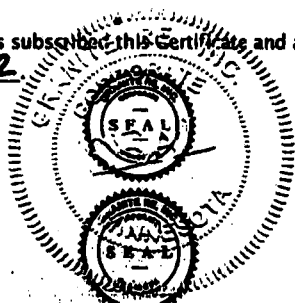
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

9 day of August, 2022





Kyle P. McDonald, Assistant Secretary

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ADDENDUM NO. 1

CITY OF ROCHELLE
Proposed Transload Yard Expansion
Rochelle, IL
August 11, 2022

This Addendum shall include the following Additional Information:

Additional Information:

1. For informational purposes only, this addendum includes the design engineering plan set used during the construction of the transload yard:

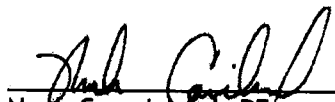
Rochelle Industrial Rail Improvements Contract No. 1 - May 16, 2018

This Addendum consists of thirty-four (34) pages.

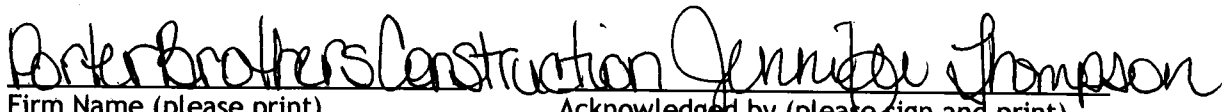
This Addendum Signature Page must be returned with the Contractors bid.

This ends the requirements of this addendum.

This Addendum No. 1 has been prepared by:


Noah Carmichael, PE

Contractor's Acknowledgement:


Firm Name (please print) Acknowledged by (please sign and print)
END OF ADDENDUM NO. 1 Jennifer Thompson

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