



City of Aurora, IL
Purchasing
Jolene Coulter, Director of Purchasing
44 E Downer Place, Aurora, IL 60502

[SEMPER FI LANDSCAPING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-231R

Mastodon Lake Dredging - Rebid

RESPONSE DEADLINE: April 1, 2026 at 11:00 am

Report Generated: Thursday, May 7, 2026

Semper Fi Landscaping, Inc. Response

CONTACT INFORMATION

Company:

Semper Fi Landscaping, Inc.

Email:

info@semperfi.land

Contact:

Tim White

Address:

10744 Route 47
Yorkville, IL 60560

Phone:

(630) 518-8484

Website:

N/A

Submission Date:

Apr 1, 2026 10:17 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 5, 2026 11:09 AM by Juliet Quilt

Addendum #2

Confirmed Mar 11, 2026 2:24 PM by Juliet Quilt

QUESTIONNAIRE

1. Bid Deposit*

Pass

Bid Deposit MUST be uploaded electronically with submission through the City's E Procurement System, OpenGov. Upon notification from the City, Bidder's must deliver ORIGINAL Bid Deposit within three (3) business days.

20260330_COA_Semper_Fi_BB_Aurora_JQ.pdf

2. Contact Information*

Pass

Please download the below documents, complete, and upload.

- [COA Contact Information.docx](#)

20260323_COA_-Contact_Information_JQ.pdf

3. References*

Pass

Include Municipality, Address, Phone Number, Contact Person, Date of Project for each reference

Client: **Village of Vernon Hills**

Project: Seavey Ditch & Lake Charles Restoration

Client Address: 490 Greenleaf Dr., Vernon Hills, IL 60061

Contact: Christopher Venatta

Contact Phone: (847) 367-3726

Project Completion Date: November 2025

Client: **Village of Deer Park**

Project: Glengarry Circle and Rue Chamonix Stream Stabilization

Client Address: 23680 W Cuba Road, Deer Park, Illinois 60010

Contact: Vincent Tursi

Contact Phone: (847) 823-0500

Project Completion Date: October 2025

Client: **Elmhurst Park District**

Project: Sugar Creek Golf Course Creek Restoration

Client Address: 375 W. First Street, Elmhurst, IL 60126

Contact: Brian McDermott

Contact Phone: (630) 993-8180

Project Completion Date: May 2023

4. Sub-Contractor List*

Pass

Please provide the following information for each subcontractor. If you do not have subcontractors, please write "N/A"

Company:

Address:

City, State, Zip:

Phone Number:

Contact Person:

Franco Hauling LLC

460 W. Irving Park, Suite C#359

Bensenville, Illinois 60106

(312) 813-0686

Hector Franco

5. Eligibility*

Pass

By signing this Proposal, the Proposer hereby certifies that they are not barred from bidding on this Proposal as a result of a violation of Article 33E, Public Bids of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Confirmed

6. Bidder's Tax Certification*

Pass

The Bidder's Executing Officer, being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

Confirmed

7. Bidder's Certification*

Pass

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. As applicable, I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. As applicable, I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

Confirmed

8. Apprenticeship or Training Program Certification*

Pass

Please download the below documents, complete, and upload.

- [Aurora Training Program Cer...](#)

20260323_Aurora_Training_Program_Cert_JQ.pdf

9. Union/Apprenticeship Requested Documentation*

Pass

Please provide verification letter like sample attached.

- [Apprenticeship Program Lett...](#)

20260223_EXPIRES_12.31.2026_ABC_Letter_in_Good_Standing-SFL_JQ.pdf

10. Local Vendor Preference Application*

Pass

Please download the below documents, complete, and upload. If applicable.

- [COA 2024 Local Preference V...](#)

20260323_COA_2024_Local_Preference_Vendor_Application_JQ.pdf

11. Standard City of Aurora Contract*

Pass

Please download the below documents, complete, and upload.

- [Sample Standard Contract IT...](#)

20260323_COA_Signed_Sample_Standard_Contract_JQ.pdf

12. DCEO BEP Utilization Plan*

Pass

Please download the below documents, complete, and upload.

- [DCEO BEP fillable Utilizati...](#)

20260323_COA_BEP_Utilization_Plan_Franco.pdf

20260401_COA_BEP_Utilization_Plan_SemperFi.pdf

13. Additional Information

Pass

20251120_Cert_letter__MBE_11202025101611_FMR.pdf

PRICE TABLES

BASE BID

| Pay Item Code | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---------------|---|----------|-----------------|--------------|----------------|
| Z0013798 | CONSTRUCTION LAYOUT | 1 | LUMP SUM | \$21,500.00 | \$21,500.00 |
| 67100100 | MOBILIZATION | 1 | LUMP SUM | \$100,000.00 | \$100,000.00 |
| SPECIAL | HYDRAULIC DREDGING & DEWATERING (SITES 1-5) | 50,000 | CY | \$56.50 | \$2,825,000.00 |
| SPECIAL | MECHANICAL DREDGING | 1,000 | CY | \$82.00 | \$82,000.00 |
| X2020410 | EARTH EXCAVATION SPECIAL - HAULING | 10,000 | CY | \$36.00 | \$360,000.00 |

[SEMPER FI LANDSCAPING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-231R

Mastodon Lake Dredging - Rebid

| Pay Item Code | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---------------|---|----------|-----------------|--------------|--------------|
| 20201200 | NON-SPECIAL WASTE DISPOSAL | 500 | CY | \$63.00 | \$31,500.00 |
| SPECIAL | EARTHWORK - GRADING AND SHAPING | 30,000 | CY | \$9.00 | \$270,000.00 |
| SPECIAL | DEWATERING SITE PREPARATION | 1 | LUMP SUM | \$155,000.00 | \$155,000.00 |
| 28000400 | PERIMETER EROSION BARRIER | 9,863 | FT | \$5.20 | \$51,287.60 |
| X1200247 | TURBIDITY CURTAIN | 220 | FT | \$27.00 | \$5,940.00 |
| 28000305 | TEMPORARY DITCH CHECKS | 200 | FT | \$21.00 | \$4,200.00 |
| 25100115 | MULCH, METHOD 2 | 1.17 | ACRE | \$2,800.00 | \$3,276.00 |
| 2800250 | TEMPORARY EROSION CONTROL SEEDING | 117 | POUND | \$27.00 | \$3,159.00 |
| 28000500 | INLET AND PIPE PROTECTION | 20 | EACH | \$145.00 | \$2,900.00 |
| X6640200 | TEMPORARY CHAIN LINK FENCE - SECURITY FENCE | 8,943 | FT | \$15.00 | \$134,145.00 |
| 542A0229 | PIPE CULVERTS, CLASS A, TYPE 1 RCP 24" | 50 | FT | \$215.00 | \$10,750.00 |
| X0322671 | TEMPORARY CONSTRUCTION ENTRANCE | 7 | EACH | \$2,900.00 | \$20,300.00 |
| 28500200 | PRECAST BLOCK REVETMENT MAT | 206 | SY | \$135.00 | \$27,810.00 |
| SPECIAL | SEEDING | 6.35 | ACRE | \$2,700.00 | \$17,145.00 |
| SPECIAL | SEEDING - CLASS 4A | 3.04 | ACRE | \$4,100.00 | \$12,464.00 |
| 25100630 | EROSION CONTROL BLANKET, S75 | 31,277 | SY | \$2.50 | \$78,192.50 |

| Pay Item Code | Description | Quantity | Unit of Measure | Unit Cost | Total |
|---------------|---|----------|-----------------|-------------|-----------------------|
| 25100125 | MULCH, METHOD 3 | 5.4 | ACRE | \$3,000.00 | \$16,200.00 |
| SPECIAL | AERATION FOUNTAIN (COMPLETE) | 5 | EACH | \$13,000.00 | \$65,000.00 |
| SPECIAL | AERATION DIRECTIONAL MIXER (COMPLETE) | 2 | EACH | \$2,750.00 | \$5,500.00 |
| X7010216 | TRAFFIC CONTROL AND PROTECTION, (SPECIAL) | 1 | LUMP SUM | \$13,158.90 | \$13,158.90 |
| 20101700 | SUPPLEMENTAL WATERING | 3 | MONTH | \$42.00 | \$126.00 |
| 20800150 | TRENCH BACKFILL | 20 | CY | \$121.00 | \$2,420.00 |
| 44201683 | CLASS D PATCHES, TYPE III, 4 INCH | 334 | SY | \$39.00 | \$13,026.00 |
| SPECIAL | ELECTRICAL | 1 | LUMP SUM | \$53,000.00 | \$53,000.00 |
| SPECIAL | AERATION FOUNTAIN LIGHTING | 3 | EACH | \$5,000.00 | \$15,000.00 |
| TOTAL | | | | | \$4,400,000.00 |

ITEMS ORDERED BY ENGINEER

| Line Item | Description | Unit of Measure | Unit Cost |
|-----------|---------------------------|-----------------|--------------|
| SPECIAL | ITEMS ORDERED BY ENGINEER | Lump Sum | \$200,000.00 |

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Semper Fi Landscaping, Inc.
10744 Route 47
Yorkville, IL 60560

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

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

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

OWNER:

(Name, legal status and address)

City of Aurora
44 East Downer Place
Aurora, IL 60505

BOND AMOUNT: * TEN PERCENT OF ACCOMPANYING BID *****

PROJECT:

(Name, location or address, and Project number, if any)
Bid #25-231R Mastodon Lake Dredging - ReBid

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

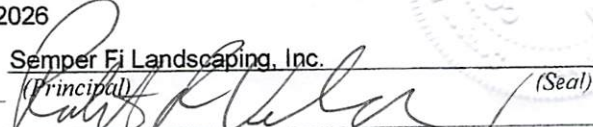
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

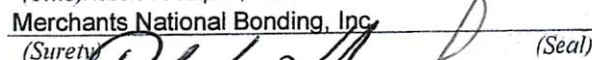
Signed and sealed this 1st day of April, 2026


(Witness)


(Witness)

Semper Fi Landscaping, Inc.
(Principal)  (Seal)

(Title) Robert Velazquez, President

Merchants National Bonding, Inc.
(Surety)  (Seal)

(Title) David A. Kotula, Attorney-in-Fact

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

Init.

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G-23208-B

ss.

STATE OF IL

COUNTY OF WILL

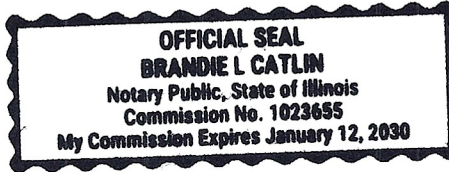
I, Brandie L Catlin, of Will County, in the State of Illinois, do hereby certify that David A. Kotula Attorney-in-fact of the Merchants National Bonding, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Merchants National Bonding, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Wilmington in said County this 1st day of April A.D. 2026.

Brandie L Catlin

Brandie L Catlin

Notary Public



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, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian DiPaola; David A Kotula

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 By-Laws adopted by the Board of Directors of the Companies.

"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."

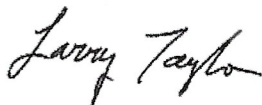
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 2nd day of June, 2025.

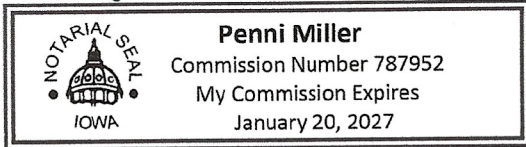



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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.




Notary Public

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

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 1st day of April 2026,




Secretary

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: (630) 518-8484

To place an order:

Name: Tim White
Ph: (630) 518-8484 Fax: (630) 882-9973
E-mail: info@semperfi.land

Billing & Invoicing questions:

Name: Sheila English
Ph: (630) 518-8484 Fax: (630) 882-9973
E-mail: info@semperfi.land

Questions:

Name: Tim White and Robert Velazquez
Ph: (630) 518-8484 Fax: (630) 882-9973
E-mail: info@semperfi.land

Bidder's Name: Semper Fi Landscaping, Inc.

Signature & Date:  _____

Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

Associated Builders & Contractors of Illinois, Inc.

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

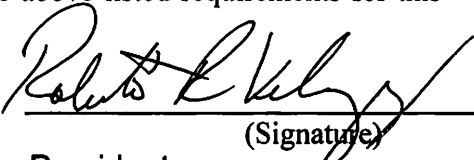
IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: Semper Fi Landscaping, Inc.

By: 
(Signature)

Address: 10744 Route 47, Yorville, IL 60560

Title President

CERTIFICATE OF MEMBERSHIP

THIS IS TO PROUDLY CERTIFY THAT

Semper Fi Land Services, Inc.

IS A MEMBER IN GOOD STANDING OF ASSOCIATED
BUILDERS & CONTRACTORS, INC. ILLINOIS CHAPTER
FOR THE YEAR OF 2026

Alina Martin

PRESIDENT

600 S. 2nd Street
Suite 403
Springfield, IL 62704
(217) 523-4692

2458 Elmhurst Road
Elk Grove Village, IL 60007
(847) 709-2960





MEMBERSHIP | ADVOCACY | SAFETY | TRAINING

To Whom It May Concern,

Pursuant to Section 30-20 of the Illinois Procurement Code (30 ILCS 500/30-22 (6)), as well as any other applicable or relevant Responsible Bidder laws or ordinances that require “participation in an approved United States Department of Labor Apprenticeship Training Program,” this letter is to verify that Semper Fi Land Services, Inc. is a member in good standing with Associated Builders & Contractors of Illinois (ABC IL) until December 31, 2026. Please be advised that our Association maintains approved apprenticeship training programs certified by the U.S. Department of Labor. As a member in good standing with ABC IL, Semper Fi Land Services, Inc. has full access to such programs. Non-members and any members who are not in good standing do not have such access. ABC IL’s certification is enclosed herein.

If you need any further information or verification, please feel free to contact me.

Sincerely,

Alicia Martin
President
Associated Builders & Contractors of Illinois



City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O20-029 approved April 28, 2020.

- 1) Date Submitted: 03/23/2026
- 2) Name of Business: Semper Fi Landscaping, Inc.
- 3) Address of Local Office: 10744 Route 47
- 4) City, State, Zip: Yorkville, IL 60560
- 5) Company's Web Address: www.semperfi.land
- 6) Phone: 630-518-8484 Fax: 630-882-9973
- 7) County your Local Business is Located In: Kendall

Submitted By (Signature): 

Print Name and Title: Roberto R Velazquez, President

Email Address: info@semperfi.land

Sec. 2-410.-Prequalification; local bidder.

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
 - a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
 - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
 - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected.

Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.

Return completed application, with all required backup documentation to:

City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507

Or email to: PurchasingDL@aurora.il.us

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

Date: _____

Approved: _____

Letter Sent: _____

Denied: _____

Initials: _____

CITY OF AURORA, ILLINOIS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

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Billing & Invoicing questions:

Name: Sheila English
Ph: (630) 518-8484 Fax: (630) 882-9973
E-mail: info@semperfi.land

Questions:

Name: Tim White and Robert Velazquez
Ph: (630) 518-8484 Fax: (630) 882-9973
E-mail: info@semperfi.land

Bidder's Name: Semper Fi Landscaping, Inc.

Signature & Date:  03/09/2026

CITY OF AURORA AGREEMENT

THIS AGREEMENT, entered on this _____ (“Effective Date”), for the (Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ (“Bidder”), located at .

WHEREAS, the City issued an Invitation to Bid (“ITB”) on _____ for the ; and

WHEREAS, the Bidder submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded a contract to Bidder, _____.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents.

The Agreement shall be deemed to include this document, Bidder’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid _____.

In connection with the ITB and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services.

Bidder shall perform the Services listed in the Bid, attached hereto as Exhibit 1.

3. Term.

This agreement shall remain in effect until the terms of the ITB and completion of services have been met, unless sooner terminated in accordance with the terms contained herein, ends upon completion of services.

4. Compensation.

Maximum Price. In accordance with the Bidder's negotiated cost, the price for providing the Services shall be as stated on the submitted Bid, Exhibit 2.

Schedule of Payment. The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2, price shall remain firm for the entire contract period. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice. Payment shall be made upon the basis of the approved invoices and supporting documents. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with sixty (60) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up to the date of termination. After the termination date, Bidder has no

further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

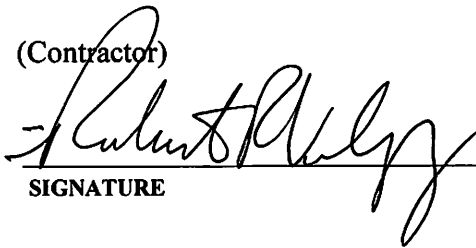
b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

CITY OF AURORA, ILLINOIS

(Contractor)



SIGNATURE

SIGNATURE

Jolene Coulter

Roberto R Velazquez

FULL NAME

FULL NAME

03/30/2026

DATE SIGNED

DATE SIGNED

Director of Purchasing

President

TITLE

TITLE

DCEO BEP UTILIZATION PLAN

Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 *et seq.*) requires certain DCEO grants include goals for contracting with businesses that have been certified as Minority-owned Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Women/Minority Business Enterprise (WMBE) and/or Persons with disabilities-owned Business Enterprises (PBE) (“BEP vendors” collectively).

Goal to be achieved by the Grantee: This utilization plan includes a total Business Enterprise Program (“BEP”) utilization goal of 28 %. The goal is based on the availability of certified vendors to perform the anticipated work opportunities providing for in the grant.

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: This utilization plan must include work anticipated to be performed by all certified vendors and paid for with grant funds upon satisfactory completion. Only the value of payments made for the work performed by certified vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The amount of grant dollars paid to certified vendor shall be counted towards the BEP goal. The payments shall be for the performance of work approved in the Grant Agreement.
- 2) A joint venture shall count towards the BEP goal the portion of grant dollars paid to the certified vendor equal to the distinct, clearly defined portion of the work performed by the certified vendor and approved in the grant agreement. A joint venture shall also count grant dollars subcontracted to other certified vendors. Work performed by 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 grant dollars paid for the subcontracted work shall be counted toward the BEP goal only if it is work approved included in the Grant Agreement and the certified vendor’s subcontractor is also a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the BEP goal.
- 4) A Grantee shall also count towards the BEP goal the amount of grant dollars paid for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer, or supplier except for materials and supplies purchased or rented from the Grantee.

- 5) A Grantee shall also count towards the BEP goal the following expenditures to certified vendor 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 under the Grant Agreement, provided that the fee or commission is determined by the Department of Commerce & Economic Opportunity ("DCEO") 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 under 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 or a regular dealer in the materials and supplies, provided that the fee is determined by DCEO 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.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required under the Grant Agreement, provided that the fee or commission is determined by DCEO to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Grantee shall count towards the BEP goal only expenditures to firms that perform a commercially useful function in the work of the Grant Agreement.
 - a. A firm is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work under the Grant Agreement and carries out its responsibilities by performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the project, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, DCEO shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under this utilization plan is commensurate with the work it is performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - b. A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, DCEO shall examine similar transactions, particularly those in which the certified vendors do not participate, and industry practices.
- 7) A Grantee shall not count towards the BEP goal expenditures that are not direct, necessary, and proximately included in this utilization plan. Ineligible expenditures include general office overhead or other Grantee support activities.

Semper Fi Landscaping, Inc. (the Grantee) submits the following BEP Utilization Plan as part of our proposal in accordance with the requirements of the BEP Act. We understand that compliance with the BEP Act is required as part of this plan.

Semper Fi Landscaping, Inc. (the Grantee) makes the following assurances and agrees to include the assurance in each contract with a contractor, subcontractor, or supplier utilized on this plan: we shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure to carry out these requirements is a material breach of this plan, which may result in the termination of this plan or such other remedy, as the Agency/ Grantor deems appropriate.

Grantee's person responsible for compliance

Name: Roberto R Velazquez
Title: President
Telephone: 630-518-8484
E-mail: info@semperfi.land

We submit one (1) of the following statements:

We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of 10 % through subcontracting.

We attest our Utilization Plan does not fully meet the BEP utilization goal. We request the DCEO Good Faith Effort documentation guidelines and will submit all required forms and supporting documents requested by DCEO and the Commission on Equity and Inclusion's (CEI) Good Faith Effort Committee.



Grantee Authorized Signature

03/30/2026

Date

Roberto R Velazquez, President

Grantee Authorized Name and Title

Section I
Utilization of Certified Vendors
(Please submit a separate form 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: Franco Hauling LLC

Address: 460 W Irving Park Rd, Suite C#358

Phone: 630-776-4092

FEIN # "To be provided upon award"

At the time of submission, the above vendor is:



Certified with the Commission on Equity and Inclusion (CEI) as

MBE/WBE/WMBE/PBE.



Meets the criteria and has applied for certification with CEI. Application # _____

2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Trucking waste material to certified disposal site.

3) This DCEO Grant amount is \$ 4,500,000.00. The portion of the grant which will be contracted/subcontracted to this certified vendor is \$ 450,000.00.

4) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/ sub-contractor and not a joint venture.

5) The Grantee has not prohibited or otherwise limited Franco Hauling LLC (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.



Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

07/18/2025

Franco Hauling LLC
460 W Irving Park Rd, Suite C#358
Bensenville, Illinois, 60106

BEP Certification No Change Affidavit Approval

Dear July Franco,

Congratulations! After reviewing your No Change Affidavit (NCA) information, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP).

Certification Type: Women/Minority Business Enterprise

Certification Date: 10/05/2021

Certification Expiration Date: 10/05/2028

Certification Renewal Date: 10/05/2026

The Illinois Commission on Equity and Inclusion (CEI) will email you at least 90 days before your certification anniversary date to remind you to update your certification as a condition of your continued certification. You are responsible for ensuring that the contact email address in the system is accurate and up to date and that the email account is checked regularly so you do not miss any important notifications.

Certified firms are encouraged to notify CEI's BEP certification unit within two weeks if any of the following changes occur:

- Ownership changes.
- Changes in control.
- Changes in the host agency's certification status.

Please review the following list carefully to ensure all relevant NIGP codes are included. Your firm's name will only appear in CEI's certified vendor directory as a BEP-certified vendor in the specialty area(s) of:

962 - 39 - Hauling Services

CEI welcomes your continued participation in BEP and wishes you unrelenting success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,

A handwritten signature in black ink, appearing to be 'Carlos Gutierrez', written in a cursive style.

Carlos Gutierrez
Certification Manager

Section I
Utilization of Certified Vendors
(Please submit a separate form 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: Semper Fi Yard Services, Inc.
 Address: 10744 IL-47 Yorkville
 Phone: 630.518.8484 FEIN # 30-0406249

At the time of submission, the above vendor is:

Certified with the Commission on Equity and Inclusion (CEI) as **MBE** MBE/WBE/WMBE/PBE.

Meets the criteria and has applied for certification with CEI. Application # _____

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

Operating dredging equipment

- 3) This DCEO Grant amount is \$ 4,500,000.00. The portion of the grant which will be contracted/subcontracted to this certified vendor is \$ 810,000.00.

- 4) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/ sub-contractor and not a joint venture.

- 5) The Grantee has not prohibited or otherwise limited _____ (certified vendor) from providing contractor/ sub-contractor quotes to other potential bidders/ Grantees.



Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

09/03/2025

Semper Fi Yard Services, Inc.
205 Gordon Road
Sugar Grove, Illinois, 60554

BEP Certification No Change Affidavit Approval

Dear Roberto R. Velazquez,

Congratulations! After reviewing your No Change Affidavit (NCA) information, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP).

Certification Type: Minority Business Enterprise

Certification Date: 09/03/2020

Certification Expiration Date: 09/03/2027

Certification Renewal Date: 09/03/2026

The Illinois Commission on Equity and Inclusion (CEI) will email you at least 90 days before your certification anniversary date to remind you to update your certification as a condition of your continued certification. You are responsible for ensuring that the contact email address in the system is accurate and up to date and that the email account is checked regularly so you do not miss any important notifications.

Certified firms are encouraged to notify CEI's BEP certification unit within two weeks if any of the following changes occur:

- Ownership changes.
- Changes in control.
- Changes in the host agency's certification status.

Please review the following list carefully to ensure all relevant NIGP codes are included. Your firm's name will only appear in CEI's certified vendor directory as a BEP-certified vendor in the specialty area(s) of:

910 - 01 - Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair Services, Including Panel Wall Systems, 926 - 40 - Ecological Services, 961 - 96 - Non-Professional Services (Not Otherwise Classified), 968 - 72 - Snow and Ice Removal Services, 988 - 14 - Erosion Control Services, 988 - 36 - Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc., 988 - 52 - Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree

Trimming Services

CEI welcomes your continued participation in BEP and wishes you unrelenting success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,

A handwritten signature in grey ink, appearing to be 'Carlos Gutierrez', written in a cursive style.

Carlos Gutierrez
Certification Manager



Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

09/03/2020
Semper Fi Land, Inc.
205 Gordon Road
Sugar Grove, Illinois, 60554

Re: Business Enterprise Program Certification

Dear Roberto R. Velazquez,

Congratulations! After reviewing your information, we are pleased to inform you that your firm has been granted certification under the Business Enterprise Program for minorities, women, and persons with disabilities (BEP). The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities. CEI develops procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship.

Certification Type: Minority Business Enterprise

Certification Date: 09/03/2020

Certification Expiration Date: 09/03/2027

Certification Renewal Date: 09/03/2026

CEI will email you 90 days before your certification anniversary date to remind you to complete your annual No Change Affidavit (NCA) to maintain continued certification. You are responsible for ensuring that the contact email address in the system is accurate and up to date and that the email account is checked regularly so you do not miss any important notifications.

Certified firms are encouraged to notify CEI's BEP certification unit within two weeks if any of the following changes occur:

- Ownership changes.
- Changes in control.
- Changes in the host agency's certification status.

Please review the following list carefully to ensure all relevant NIGP codes are included. Your firm's name will only appear in CEI's certified vendor directory as a BEP-certified vendor in the specialty area(s) of:

910 - 01 - Acoustical Ceilings and Walls: Cleaning, Installation, Restoration, Maintenance and Repair

Services, Including Panel Wall Systems, 926 - 40 - Ecological Services, 961 - 96 - Non-Professional Services (Not Otherwise Classified), 968 - 72 - Snow and Ice Removal Services, 988 - 14 - Erosion Control Services, 988 - 36 - Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc., 988 - 52 - Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

Four Chief Procurement Officers (CPOs) exercise the State of Illinois procurement authority. Each CPO has a separate bulletin that publishes the State's solicitations and bidding opportunities for each portfolio. CEI strongly recommends that all State-certified vendors register with each procurement bulletin to ensure notification of all relevant prime and subcontractor bidding opportunities.

CPO Procurement Websites

The Chief Procurement Officer of General Services (CPO-GS) oversees the purchases of goods and services for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at <https://cpo-general.illinois.gov/>.

The Chief Procurement Officer of Higher Education (CPO-HE) oversees purchasing by State universities. Learn more about CPO-HE at <https://cpo-highered.illinois.gov/>

The Chief Procurement Officer of the Capital Development Board (CPO-CDB) oversees vertical construction and construction-related services purchases. Learn more about CPO-CDB at <https://cpo-cdb.illinois.gov/>.

The Chief Procurement Officer of the Illinois Department of Transportation (CPO-IDOT) oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at <https://cpo-dot.illinois.gov/>.

CEI welcomes your participation in BEP and wishes you continued success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,



Carlos Gutierrez
Certification Manager

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