PROPOSAL SUBMITTED BY:		
Semper Fi Landscaping, Inc. Bidder's Name		
1215 Deer Street		
Street		P.O. Box
Yorkville	<u>L</u>	60560
City	State	Zip Code



# CITY OF AURORA KANE COUNTY STATE OF ILLINOIS

### PROPOSAL AND SPECIFICATIONS FOR

### Public Works Facility Landscape Plantings Phase 2

Located at

2185 Liberty Street AURORA, ILLINOIS

Bid Number 24-072

PREPARED BY
CITY OF AURORA
Engineering Division
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

Bid 24-072

Public Works Facility Landscape Plantings Phase 2

Bid opening: May 29, 2024

### ADDENDUM NO. 1 Page 1 of 1

TO:

All Bidders

FROM:

**Engineering Division, City of Aurora** 

DATE:

May 24, 2024

### THIS ADDENDUM FORMS A PART OF THE BIDDING AND CONTRACT DOCUMENTS.

1. This contract will be subject to prevailing wage requirements as described in the RFB.

2. The Latin name for Nordic Blue Juniper should be "Juniperus Virginiana 'Blue Mountain", not just "Juniperus Virginiana" as shown on the plans.

- 3. The Special Provision contained in the RFB called "Tree Planting One Year Replacement Guarantee" contained a typographical error at the bottom of Page 8. It should state "If, after the inspection by the City Arborist during the late Spring 2025 following the Fall 2024 tree planting...".
- 4. If bidders are unable to obtain any of the requested plants, they may propose a comparable alternative. However, any proposed alternative is subject to approval by the City and, if not acceptable, may impact award eligibility.
- 5. Mulch is not required under this contract.
- 6. As stated in the above referenced "Tree Planting One Year Replacement Guarantee" Special Provision, "All necessary accommodations to support the longevity of the trees, including proper planting depth and backfilling, staking, watering bags, etc. shall be in accordance with IDOT specifications and shall be included in the unit prices provided." Therefore, bidders should assume that routine, recurring filling of the watering bags for at least two months after planting will be required and should be included in the pricing provided.

Sincerely,

Ian Wade, P.E.

City of Aurora Engineering Division

[ Wh

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN E-MAIL TO <u>PurchasingDL@Aurora.il.us</u> IMMEDIATELY UPON RECEIPT. INCLUDE AN ORIGINAL WITH THE PAPER BID SUBMITTAL.

COMPANY NAME Semper Fi Landscaping, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE

# Illinois Department of Transportation

### **PROPOSAL**

### Local Agency Proposal Bid Bond

Robert Velazquez (Signature and Title)  (If PRINCIPLE is a joint venture of two of more contractors, the company names, and authorized signatures of each contractor must be affixed.)  Merchants National Bonding, Inc.  (Name of Surety)  By:  (Signature of Attorney-In-Fact) David A. Kotula  (Signature of Attorney-In-Fact) David A. Kotula  (Signature of Attorney-In-Fact) David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  And David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  And David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  And David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  And David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  And David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  And Unitary act for the uses and purposes therein set forth.  Given under my hand and notarial seal this  Given under my hand and notarial seal this  Given under my hand and notarial seal this  29th day of May  2024 BRANDIE CATLIN  NOTART PUBLIC, STATE OF ILLINOIS  (Notary Public)  ELECTRONIC BID BOND  Code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and enture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each ontractor in the venture.)  Electronic Bid Bond ID Code  (Company/Bidder Name)					Route	Various	
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IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this  29th day of May  2024  Principal  Semper Fi Landsgaping Inc.  By:  Robert Velazquez (Signature and Itile)  (If PRINCIPLE is a joint venture of two more contractors, the company names, and authorized signatures of each contractor must be affixed.)  Surety  By:  (Signature and Title)  (Name of Surety)  Surety  By:  (Signature of Attorney-In-Fact) David A. Kotula  (Name of Surety)  David A. Kotula  (Insert names of incividuals signing on behalf of PRINCIPAL & SURETY)  the are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and outnary act for the uses and purposes therein set forth.  Given under my hand and notarial seal this  Given under my hand and notarial seal this  29th day of May  2024  RANDIE CATLIN  NOTART PUBLIC, STATE OF ILLINOIS.  (Notary Public)  PELECTRONIC BID BOND  ELECTRONIC	IN THE EVENT the LA deter preceding paragraph, then the I	mines the F .A acting th	PRINCIPAL has failed to	enter into a formal	mandam at the case to		et forth in the out above,
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By:    Company Name	respective officers this 291	th day	of <u>May</u>	2024	-	a by titeli	
By:    Company Name	Semper Fi Landsgaping Inc	c. /	Δ	Principal			
(Signature and Title)  (If PRINCIPLE is a joint venture of two of more contractors, the company names, and authorized signatures of each contractor must be affixed.)  Merchants National Bonding, Inc.  (Name of Surety)  By:  (Signature of Attorney-in-Fact) David A. Kotula  (Name of Surety)  By:  (Signature of Attorney-in-Fact) David A. Kotula  (Insert names of inclividuals signing on behalf of PRINCIPAL & SURETY)  And are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered saturations and purposes therein set forth.  Given under my hand and notarial seal this 29th day of May  Contract Public  ELECTRONIC BID BOND  ELECTRONIC BID BOND	By: Klik LV	pany Name)	Pasiden	t	(Compa	any Name)	
Merchants National Bonding, Inc.  (Name of Surety)  STATE OF ILLINOIS, COUNTY OF Will  I. Brandle Cattin  Ohereby certify that  Robert Velazquez  and  David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and surety, appeared before me this day in person and acknowledged respectively, that they signed and delivered sati instrument on behalf of PRINCIPAL and olividuals and an advanced of the uses and purposes therein set forth.  Given under my hand and notarial seal this  OFFICIAL SEAL  Given under my hand and notarial seal this  29th  day of May  10th A. Kotula  OFFICIAL SEAL  Given under my hand and notarial seal this  29th  Any commission expires  03/31/26  ELECTRONIC BID BOND  Completing the above section of the Proposal Bid Bond Form. By providing ne electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and enture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each ontractor in the venture.)  Electronic Bid Bond ID Code  (Company/Bidder Name)	Robert Velazquez (Si	gnature and	(itle)		/Cianatus		
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(Name of Surety)  STATE OF ILLINOIS, COUNTY OF Will  I. Brandie Catlin  I. Brandie Catlin	•		, more continuotoro, tric o	Surote	u authorized signatures of eac	ch contractor mus	t be affixed.)
(Name of Surety)  (Signature of Attorney-In-Fact)  (Signature of Attorney-In-Fact)  (Signature of Attorney-In-Fact)  (Signature of Attorney-In-Fact)  (David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  (Insert names of individuals sig	Merchants National Bonding,	Inc		• ,	11/1/2/1	/	
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Brandie Catlin , a Notary Public in and for said county, David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered sate included and possible for and office and						, ,,	avid A. Notula
David A. Kotula  (Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered satel-instruments as thore and objuntary act for the uses and purposes therein set forth.  Given under my hand and notarial seal this  Given under my hand and notarial seal this  BELECTRONIC BID BOND  ELECTRONIC BID BOND  ELECTRONIC BID BOND  ELECTRONIC BID BOND  ELECTRONIC BID BOND  BELECTRONIC BID BOND  The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing in electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and her Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint enture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)  Electronic Bid Bond ID Code  (Company/Bidder Name)		<del></del>					
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered salt instruments and to foluntary act for the uses and purposes therein set forth.  Given under my hand and notarial seal this  Given under my hand and notarial seal this  OFFICIAL SEAL  2024 BRANDIE CATLIN  NOTARY PUBLIC, STATE OF ILLINOIS  IN Indiany Public  ELECTRONIC BID BOND  In electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)  The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the enture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each electronic Bid Bond ID Code  (Company/Bidder Name)		rt Velazgu	, a f	Notary Public in a	nd for said county,		
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Given under my hand and notarial seal this  Given under my hand and relieve day of May  (Notary Public)  (Notary P	who are each personally known to	o me to be	IDA SAMA NAKAANA WAAA		71		RINCIPAL and
Given under my hand and notarial seal this  29th day of May  My commission expires  03/31/26  ELECTRONIC BID BOND  The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing in electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and ne Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint enture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each electronic Bid Bond ID Code  (Company/Bidder Name)	oluntary act for the uses and put	ils day in pe	rson and acknowledged	respectively, that the	ney signed and delivered sate	instramentercedi	eis free and
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(Company/Bidder Name)	ontractor in the venture.)			oode, company/b	idder hame title and date f	nust be affixed	for each
(Company/Bidder Name)							
	Electronic Bid Bond ID Code			(C	ompany/Bidder Name)		
				(-	,,		
(Signature and Title) Date					(Signature and Title)		Date



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (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 following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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

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

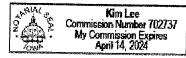
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 29th day of December , 2022

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

President

COUNTY OF DALLAS ss. On this 29th day of , before me appeared Larry Taylor, to me personally known, who being by me duly sworn December 2022 did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of May 2024

2003

William Warner Js.

POA 0018 (10/22)

STATE OF IOWA

TO: THE HONORABLE MAYOR AND CITY COUNCIL CITY OF AURORA 44 EAST DOWNER PLACE AURORA, ILLINOIS 60507

1. Proposal of <u>Semper Fi Landscaping, Inc.</u> for the improvement known as the **Bid Number 24-072, Public Works Facility Landscape Plantings Phase 2**, 2185 Liberty Street, Aurora, IL.

- 2. The specifications for the proposed improvements are those prepared by the City of Aurora Engineering Division and approved by the City Council of Aurora, Illinois.
- 3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
- 4. The undersigned further declares that he has carefully examined the proposals, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
- 5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
- 6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, and multiplied by the unit prices shown in the schedule of prices contained herein.
- 7. The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
- 8. The undersigned agrees that if the City decides to alter the improvement by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
- 9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
- 10. The undersigned further agrees to execute a contract which shall bind the undersigned, without limitation, to all terms and conditions, specifications, requirements, and the statement of work contained in this notice and in those statutes, regulations, ordinances or other policies incorporated by reference herein.

The undersigned further agrees to execute a contract bond satisfactory to and in the form prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within **ten (10)** days after receiving the notice of award of the contract.

- 11. The undersigned further agrees to begin work as stated within the contract documents and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.
- 12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
- 13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 14. If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof shall become the property of the City and shall be considered not as a penalty but as payment of liquidated damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond, otherwise said check or draft or bidder's bond substituted in lieu thereof shall be returned to the undersigned.
- 15. Accompanying this proposal is either a <u>5% Bid Bond</u> or a proposal guaranty check, complying with the specifications, made payable to the City Treasurer of the City of Aurora. The amount of the check is \$ 5% Bid Bond
- 16. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
- 17. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the City of Aurora General Specifications.
- 18. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities. The City of Aurora shall either award the project or reject the bids within Sixty (60) calendar days after the bid opening. This time frame may be extended upon mutual agreement of the City and the Bidder.
- 19. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.

- 20. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
- 21. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as coinsured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora General Specifications Article 6.7.
- 22. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract
- 23. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
- 24. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the City of Aurora has contracted. The City of Aurora will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The undersigned acknowledges the requirements of 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.
- 25. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:

## SCHEDULE OF PRICES RFB 24-072

### Public Works Facility Landscape Plantings Phase 2

ITEM	QUANTITY	UNIT COST	AMOUNT
Sambucus Pubens (Elderberry)	16	\$ 650.00	\$ 10,400.00
Salix Nigra (Black Willow)	14	\$ 650.00	\$ 9,100.00
Betula Nigra (River Birch)	35	\$ 650.00	\$ 22,750.00
Quercus Bicolor (Swamp White Oak)	36	\$ 725.00	\$ 26,100.00
Celtis Occidentalis (Hackberry)	36	\$ 650.00	
Picea Pungens Egnelm (Colorado Blue Spruce)	9	\$ 725.00	
Picea Glauca Densata (Black Hills Spruce)	6	\$ 725.00	<u> </u>
Thuja Standishii X Plicata (Green Giant Arborvitae)	6	\$ 725.00	1
Strobus Strobus (White Pine)	11	\$ 725.00	
Catalpa Speciosa Warder Ex Engelm (Northern Catalpa)	26	\$ 725.00	
Taxodium Distichum (Bald Cypress)	20		
Ulmus Carpinifolia x Pumila (Hybrid Elm)	25	\$ 725.00 \$ 650.00	
Quercus Rubra (Northern Red Oak)	24	<u> </u>	
Platanus x Acerifolia (London Planetree)	22		\$ 15,600.00
Juniperus Virginiana (Nordic Blue Juniper)	31	\$ 725.00 \$ 225.00	\$ 15,950.00
Chamaecyparis Pisifera (Golden Mop)	31		\$ 6,975.00
Juniperus Chinensis (Kallay's Compact)	31	\$ 175.00 \$ 125.00	\$ 5,425.00
Taxus x Media (Densiformis)	31	T	\$ 3,875.00
Thuja Occidentalis (Linesville)	30	\$ 150.00 \$ 250.00	\$ 4,650.00
Cornus Sericea (Red-Osier Dogwood)	31		\$ 7,500.00
Aronia Melanocarpa (Black Chokeberry)	31	\$ 150.00 \$ 150.00	\$ 4,650.00
Viburnum Trilobum (Cranberry Viburnum)	31	\$ 150.00	\$ 4,650.00
Rhus Copallina 'Morton' (Prairie Flame Shining Sumac)	30		\$ 4,650.00
Rosaceae (Rosa Rugosa)	1530		\$ 4,500.00
Schizachyrium Scoparium 'Standing Ovation' (Little Bluestem)	104		\$ 28,305.00
Helictotrichon sempervirens (Blue Oat Grass)	41	\$ 40.00	\$ 4,160.00
Calamagrostis x acutiflora 'Overdam' (Feather Reed Grass)	48	\$ 40.00	\$ 1,640.00
		\$ 40.00	\$ 1,920.00
ITEMS ORDERED BY ENGINEER	1	\$15,000.00	\$15,000.00

	Total	\$	294,000.00
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### **Signatures**

	Signature of Bidder					
	Business Address					
(If a partnership)						
	Firm Name					
	Signed by					
	Business Address					
	Insert Names and Addresses of					
	All Partners					
(If a corporation)						
	Corporate Name Semper Fi Land Services, Inc.					
	Signed By Kolub Miles					
	Roberto R Velazquez, President					
	Business Address 1275 Golfview Syfeet  Aurora, IL 60506					
	President Roberto R Velazquez					
	Secretary Frances M Ramirez					
	Treasurer Frances M Ramirez					
Attest:	MAD Treasure Trances IVI Italinez					
	es M Ramirez, Secretary					

### BIDDER'S CERTIFICATION

### 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. 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. 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 Sates Department of Labor.
  - 🔀 Contractor shall check the box indicating that a copy of applicable program certification is attached.
- H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.
- I. I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).

COMPANY NAME Semper Fi Landscaping, Inc.	
ADDRESS 1215 Deer Street	
CITY/STATE/ZIP CODE Yorkville, IL 60560	·····
NAME OF CORPORATE/COMPANY OFFICIAL Rober	to R Velazquez PLEASE TYPE OR PRINT CLEARLY
	A
TITLE President	
AUTHORIZED OFFICIAL SIGNATURE Koluto	-KUM)
DATE	Subscribed and Sworn to
TELEPHONE ( 630 ) 518-8484	Before me this 28th day
FAX No. ( 630 ) 882-9973	OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL SHEILA M ENGLISH SHEILA M ENGLISH SHEILA M ENGLISH NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC SOMMISSION EXPIRES: 08/15/2026
	Notary Public NOTARY PUBLIC STATE OF ILLINOIS NOTARY PUBLIC ST

### **Apprenticeship or Training Program Certification**

Return with Bid

	tractors are required to complete the following certification:
⊠F	or this contract proposal or for all groups in this deliver and install proposal.
□ Fo	or the following deliver and install groups in this material proposal:
requires all other disclose the Unit the work	of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, this contract to be awarded to the lowest responsive and responsible bidder. In addition to responsibility factors, this contract or deliver and install proposal requires all bidders to participation in apprenticeship or training programs that are approved by and registered with ed States Department of Labor's Bureau of Apprenticeship and Training, and applicable to complete wing certification:
l.	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, 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. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.
	International Union Of Operating Engineers Local 150

III.	of the contract or deliver and install proportion members and not by employees to whom the	oidder that shall perform all or part of the wor osal solely by individual owners, partners on the payment of prevailing rates of wages would didentify the owner/operator workforce and	or d
			<del></del>
The requi	irements of this certification and disclosure a	are a material part of the contract. The bidde	 er
is respons	sible for making a complete report and shall ory that will be utilized on the project is acc a copy of each applicable Certificate of	I make certain that each type of work or cra counted for and listed. <u>The City of Auror</u>	ft <u>a</u>
	ent of Labor evidencing such participation		<u>s</u>
Subcontr	ractors be included with the bid in order to	o quality to bid on the project.	,
Bidder:	Semper Fi Landscaping, Inc.	By: huthlely	
Address:	1215 Deer Street Yorkville, IL 60560	(Signature) (Roberto R	Velazquez)

STATE OF ILLING	DIS)	
	)	SS
County of Kane	)	

### **BIDDER'S TAX CERTIFICATION**

(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.

or the amount of the t	ax, all as pr	ovided for in a	accordance with 65 ILCS	5/11-42.1-1.
DATED this	28th	day of	May	, 20 <u>24</u> .
		Ву _	Rollofelle	1/1/
			(Signature of Bidder's E	Execulting Officer)
			Roberto R Vela	zquez
			(Print name of Bidder's	Executing Officer)
			President	
			(Title)	
ATTEST/WITMESS:				
By Malf				
Title administrative As	isi shuu l			
		ne this 0 <u>24</u> .		
Notary Public  OFFICIAL  SHEILA ME  NOTARY PUBLIC, ST  MY COMMISSION E)	SEAL NGLISH PATE OF ILLINOIS PIRES: 08/15/2026			

# Am Taked Bepartment of Labor.

# Certificate of Registration of Apprenticeship Program Office of Apprenticeship

Associated Builders & Contractors of Illinois, Inc. Elk Grove Village, Illinois For the Trades – Carpenter, Electrician, Operating Engineer, Painter Pipefitter, Plumber, Welder, Cement Mason, Roofer, Construction Craft Laborer Heating & Air Conditioning Mechanic & Installer Registered as part of the National Apprenticeship System in accordance with the basic standards of apprenticeship established by the Secretary of Babor

February 22, 1989

Revised November 19, 2015

IL008890010



R : B

cretary of Eabor

Uninistrator, Office of Apprenticeship

Registration No.



### To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the

### Department of Business Services. I certify that

SEMPER FI LANDSCAPING INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 01, 2019, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of FEBRUARY A.D. 2024 .

Authentication #: 2403903754 verifiable until 02/08/2025

Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE