

PROPOSAL SUBMITTED BY:

Semper Fi Landscaping, Inc.

Bidder's Name

1215 Deer Street

Street

P.O. Box

Yorkville

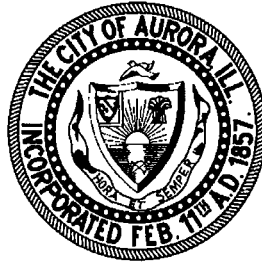
IL

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

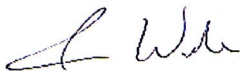
FROM: Engineering Division, City of Aurora

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

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

COMPANY NAME Semper Fi Landscaping, Inc.

SIGNATURE OF COMPANY REPRESENTATIVE 



Local Agency Proposal Bid Bond

Section

PAPER BID BOND

as PRINCIPAL,

as SURETY,

(Notary Public)

ELECTRONIC BID BOND

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

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, 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 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 29th day of December, 2022.



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

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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



Kim Lee
Notary Public

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

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

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



William Warner Jr.
Secretary

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

1. Proposal of Semper Fi Landscaping, Inc.
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 **5% Bid Bond** 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 co-insured; 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	\$ 23,400.00
Picea Pungens Egnelm (Colorado Blue Spruce)	9	\$ 725.00	\$ 6,525.00
Picea Glauca Densata (Black Hills Spruce)	6	\$ 725.00	\$ 4,350.00
Thuja Standishii X Plicata (Green Giant Arborvitae)	6	\$ 725.00	\$ 4,350.00
Strobus Strobus (White Pine)	11	\$ 725.00	\$ 7,975.00
Catalpa Speciosa Warder Ex Engelm (Northern Catalpa)	26	\$ 725.00	\$ 18,850.00
Taxodium Distichum (Bald Cypress)	20	\$ 725.00	\$ 14,500.00
Ulmus Carpinifolia x Pumila (Hybrid Elm)	25	\$ 650.00	\$ 16,250.00
Quercus Rubra (Northern Red Oak)	24	\$ 650.00	\$ 15,600.00
Platanus x Acerifolia (London Planetree)	22	\$ 725.00	\$ 15,950.00
Juniperus Virginiana (Nordic Blue Juniper)	31	\$ 225.00	\$ 6,975.00
Chamaecyparis Pisifera (Golden Mop)	31	\$ 175.00	\$ 5,425.00
Juniperus Chinensis (Kallay's Compact)	31	\$ 125.00	\$ 3,875.00
Taxus x Media (Densiformis)	31	\$ 150.00	\$ 4,650.00
Thuja Occidentalis (Linesville)	30	\$ 250.00	\$ 7,500.00
Cornus Sericea (Red-Osier Dogwood)	31	\$ 150.00	\$ 4,650.00
Aronia Melanocarpa (Black Chokeberry)	31	\$ 150.00	\$ 4,650.00
Viburnum Trilobum (Cranberry Viburnum)	31	\$ 150.00	\$ 4,650.00
Rhus Copallina 'Morton' (Prairie Flame Shining Sumac)	30	\$ 150.00	\$ 4,500.00
Rosaceae (Rosa Rugosa)	1530	\$ 18.50	\$ 28,305.00
Schizachyrium Scoparium 'Standing Ovation' (Little Bluestem)	104	\$ 40.00	\$ 4,160.00
Helictotrichon sempervirens (Blue Oat Grass)	41	\$ 40.00	\$ 1,640.00
Calamagrostis x acutiflora 'Overdam' (Feather Reed Grass)	48	\$ 40.00	\$ 1,920.00
ITEMS ORDERED BY ENGINEER	1	\$15,000.00	\$15,000.00

	Total	\$ 294,000.00
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(If an individual)

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 *Roberto R Velazquez*

Roberto R Velazquez, **President**

Business Address 1275 Golfview Street

Aurora, IL 60506

President Roberto R Velazquez

Secretary Frances M Ramirez

Treasurer Frances M Ramirez

Attest:

Frances M Ramirez
Frances 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 States 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 Roberto R Velazquez
PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE 

DATE 5/28/2024

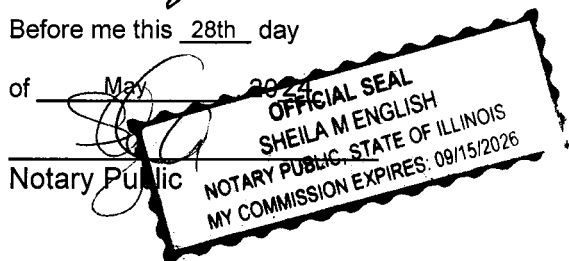
Subscribed and Sworn to

TELEPHONE (630) 518-8484

Before me this 28th day

FAX No. (630) 882-9973

of May
Notary Public



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:

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 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, 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.

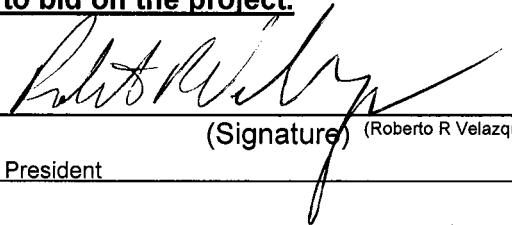
International Union Of Operating Engineers Local 150

- III. Except for any work identified above, any bidder 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. ☐

The requirements of this certification and disclosure are a material part of the contract. 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.**

Bidder: Semper Fi Landscaping, Inc.

By:



(Signature) (Roberto R Velazquez)

Address: 1215 Deer Street Yorkville, IL 60560

Title: President

STATE OF ILLINOIS)

County of Kane)

SS.

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.

DATED this 28th day of May, 2024.

By Robert M. Kelly
(Signature of Bidder's Executing Officer)

Roberto R Velazquez
(Print name of Bidder's Executing Officer)

President
(Title)

ATTEST/WITNESS:

By Robb
Title Administrative Assistant

Subscribed and sworn to before me this
28th day of May, 2024.

Notary Public



The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

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 Labor*

February 22, 1989

Revised November 19, 2015

IL008890010

Registration No.

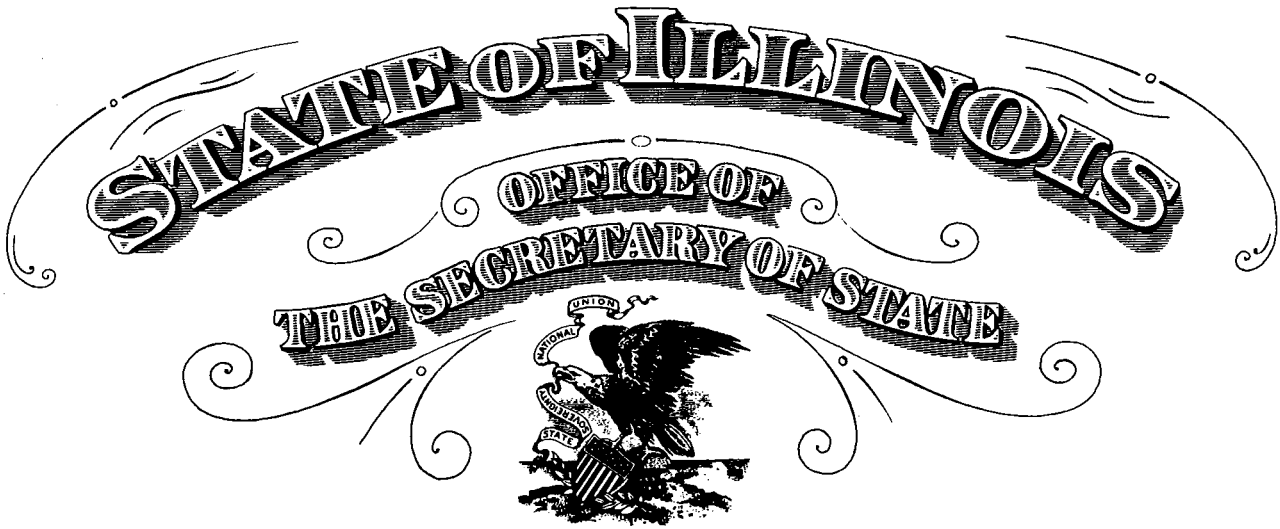


[Signature]

Secretary of Labor

[Signature]

Administrator, Office of Apprenticeship



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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 .

A handwritten signature in cursive script that reads "Alexi Giannoulis".