

**VILLAGE OF VERNON HILLS
ORDINANCE 2025-024**

AN ORDINANCE AWARDING THE SEAVEY DITCH AND LAKE CHARLES RESTORATION PLAN TO SEMPER FI LAND, INC. FOR \$1,941,206.00

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village desires to improve the Seavey Ditch waterway and Lake Charles; and

WHEREAS, the Village received a total of six (6) sealed bids on January 24, 2025 for the Seavey Ditch and Lake Charles Restoration Plan; at which time they were publicly opened; and

WHEREAS, Semper Fi Land, Inc. provided the lowest qualifying bid; and

WHEREAS, this Ordinance awards the Seavey Ditch and Lake Charles Restoration Plan to Semper Fi Land, Inc. for \$1,941,206.00.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: EXECUTION OF AGREEMENT: The Village Manager is hereby authorized to execute all required contract documents for the Seavey Ditch and Lake Charles Restoration Plan to Semper Fi Land, Inc. for \$1,941,206.00.

SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT: The Finance Director is hereby authorized to make payment to Semper Fi Land, Inc. for \$1,941,206.00.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 4: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2025-024.

Dated the 18th of February, 2025.

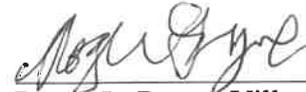
Adopted by roll call votes as follows:

AYES: 6 – Schenk, Marquardt, Forster, Oppenheim, Koch, Byrne

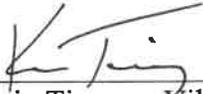
NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

[Signature Page to Follow]


Roger L. Byrne, Village President

PASSED: 02/18/2025
APPROVED: 02/18/2025
ATTEST: 02/18/2025


Kevin Timony, Village Clerk





CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 7, 2025

Vernon Hills Public Works Department
490 Greenleaf Drive
Vernon Hills, IL 60061

Attention: Chris Venatta, PE Public Works Director | Village Engineer

Subject: Village of Vernon Hills
Seavey Ditch and Lake Charles Restoration Plans
(CBBEL Project No. 220180)

Dear Mr. Venatta,

On Friday, January 24, 2025, at 10:00 a.m. bids were received and opened for the aforementioned project. Six (6) bids were received, and they have been summarized below.

<u>COMPANY</u>	<u>BASE BID (As READ)</u>	<u>ALT BID (As READ)</u>
ENGINEER'S ESTIMATE	\$2,085,104.00	\$2,400,796.00
Semper Fi Land Inc	\$1,376,312.66	\$1,600,950.13
V3 Construction	\$1,555,000.00	\$1,798,500.00
Berger Construction	\$1,658,192.10	1,852,150.38
Earth Werks Land Improvement and Development Corporation	\$1,760,848.00	\$1,999,781.00
Copenhaver Construction, Inc.	\$1,908,241.23	\$2,166,051.28
Campanella & Sons, Inc.	\$3,918,651.00	\$4,620,591.00

Semper Fi Land Inc is the low bidder with a bid amount of \$1,376,312.66 for the base bid and \$1,600,950.13 for the Alt bid. CBBEL has conducted interviews based off references provided by Semper Fi Land Inc and has confidence that the results of the interviews verifies CBBEL's belief their bid to be in order. In addition to the base bid an additional contingency of \$340,255.87 will be added based off additional work to address Lake Charles Erosion or to enhance Seavey Ditch Restoration. Therefore, our office recommends accepting Semper Fi Land Inc bid for the amount of \$1,941,206.00. Attached please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan L. Luke". The signature is fluid and cursive, with the first name being the most prominent.

Bryan L. Luke, PE
Group Lead, Civil Engineering Design

cc: Mike Burke – CBBEL (letter only)
Kevin Wilson – CBBEL (letter only)

**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
Semper Fi Land Inc.**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation (“Owner”), and Semper Fi Land Inc. (“Contractor”), make this Contract as of the 7th day of March, 2025, and hereby agree as follows:

**ARTICLE I
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the “Work”. To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

E. **Bonds.** The Contractor shall furnish to the Owner at the time of execution of the contract, a bond in the full amount of the contract sum, securing the full and faithful performance of this contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor’s contract or a subcontract of

any tier. Said bond shall be in conformance as set forth below and any additional specifications imposed by other contract documents, including, but not limited to, the prevailing wage requirements set forth in the contract documents. Said bond shall be written by a surety that is acceptable to the Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection.

The Contractor shall provide Performance and Labor and Material Payment Bond as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Deliver bond within 10 days after execution of the Contract.
3. The bond must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois.

1.2 **Commencement and Completion Dates.** The contract shall commence upon the execution of this agreement. The completion dates and interim completion dates shall be as outlined in Attachment A. ("Contract Time")

1.3 **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.4 **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.6 **Safety at the Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

ARTICLE II CHANGES AND DELAYS

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to suggest changes in the Contract, the Work, the Work Site, and the Contract Time (“Change Order”). Contractor will not reject any Change Order that it deems reasonable. If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time will be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner and accepted by Contractor. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within a reasonable amount of time, and Contractor will make all due effort to accept Owner’s reasonable Change Order. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. No oral modification, amendment, or change shall be allowed to this contract. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

ARTICLE III CONTRACTOR’S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 **Inspection: Correction of Defects.**

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner’s Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 **Insurance.** Contemporaneous with Contractor’s execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached **Exhibit A.**

ARTICLE V PAYMENT

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the “Contract Price”), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

5.3 **Progress Payments.**

A. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request.

5.4 **Deductions.**

A. **Owner’s Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner’s other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorney’s fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys’ fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof, provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 **Owner's Remedies.** If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice Event of Default, then Owner shall have the right, at its election and

without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed

to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **Assignment.** Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Vernon Hills
490 Greenleaf Drive
Vernon Hills, IL 60061-1039
Attention: Chris Venatta
Director of Public Works/ Village Engineer

Copy to: Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606
Attention: James V. Ferolo

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

7.6 **Indemnification.** As a material inducement for the Owner to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Owner shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, only the following:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and
- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

7.7 **Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7.8 **Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses, grant terms outlined in Attachment A, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all laborers, workman, and mechanics performing work under this contract that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills.

Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend

any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **Time**. The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.10 **Severability**. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.11 **Amendments**. No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

OWNER:

VILLAGE OF VERNON HILLS

Attest/Witness

By: Elizabeth Koehl

By: K. Ting

Title: Executive Secretary

Title: Village Manager

CONTRACTOR:

Semper FI Landscaping Inc.

Attest/Witness:

By: Switt

By: Frances M. Ramirez

Title: Admin

Title: Director

**EXHIBIT A
INSURANCE REQUIREMENTS**

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

Property Insurance:

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate; or Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.
- If Contractor's current policies do not provide the required coverage in this Exhibit A, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of this Contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:
Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. **The Village, its officers, officials, employees, and volunteers shall be covered as additional insureds on Contractor's Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall

contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.

- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors. Contractor's policy or policies of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

Worker's Compensation and Employers' Liability Coverage

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract.

Acceptability of Insurers

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

Certificates of Insurance

Contractor shall furnish the Village with certificates of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause as follows:

- **Additional insured endorsement on the General liability**
- **Additional insured endorsement on the Automobile**
- **Primary non-contributory endorsement on the General Liability**
- **Primary non-contributory endorsement on the Automobile**
- **Waiver of Subrogation endorsement on the Workers Compensation**

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. **The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date,** and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

STATE OF ILLINOIS)
)
COUNTY OF) SS

CONTRACTOR'S CERTIFICATION

Frances M. Ramirez, being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 7th day of March, 2025.

Attest/Witness

By: [Signature]
Title: Admin

By: [Signature: Frances M. Ramirez]
Title: Director

Subscribed and Sworn to
before me this day 7th
of March, 2025.

[Signature]
Notary Public



(SEAL)

ATTACHMENT A

DESCRIPTION OF WORK/PROPOSAL

ADDENDUM #01
Village of Vernon Hills

Lake County Stormwater Management Commission - Seavey Ditch and Lake Charles Restoration Plan
(CBBEL Project No. 220180)

Date: January 16, 2025

Clarification #1

An optional Pre-Bid meeting was held on-site on 01/16/25. Attendees walked project with Village/CBBEL Staff. Companies attending: Earthwerks, John Keno & Co, Integrated Lakes Environment, Semper Fi Land, ILM, and Martam.

The following is a summary of additional information to Bid Book resultant of the Pre-Bid meeting.

1. Tree removal includes all remobilizations required. Note that the 3/31/25 Interim Completion Date for tree removal is for all trees outside of wetlands and waters of the United States to be felled prior to Long Eared Bat roosting. USACE permit may not be issued prior to Contractor Notice To Proceed, and therefore work shall be staged with tree removals outside of the wetland and waters boundaries and be completed by 3/31/25 Interim Completion Date.
2. Tree removal can be mulched and left on-site, outside of the floodplain until prior to interseeding. At that time, mulch shall be removed prior to Interseeding to allow proper seed soil contact. Mulch may not be left that covers the ground and will interfere with seeding.
3. Re-use of excavated stone may be allowed to construct ditch banks. However, all spoil is to be hauled off, and proposed quantities do not assume any reuse of existing excavated stone.

Clarification #2

No further questions are to be accepted after January 20, 2025 at 9:00am. Village will determine if clarifications are needed and if so, Addendum #02 will be issued by 9:00am January 21, 2025.

Please Note the following bid book items.

1. **This is Alternate Bid Project.**
2. **DCEO goals are requirements.**
3. **Bid opening date has not changed from January 24, 2025 at 10:00 a.m. at the Village of Vernon Hills Village Hall.**

Please acknowledge the receipt of this addendum by signing and returning the attached form to Michael Burke, PE of Christopher B. Burke Engineering, Ltd. at mburke@cbbel.com. Additionally, Addendum #01 shall be attached to the bid. If Addendum #01 is not attached to the bid, the bid may be disqualified.

I acknowledge the receipt of Addendum #1 for the above referenced project:

Signed:  _____

Semper Fi Landscaping, Inc.

Name of Company

ADDENDUM #02
Village of Vernon Hills

Lake County Stormwater Management Commission - Seavey Ditch and Lake Charles Restoration Plan
(CBBEL Project No. 220180)

Date: January 21, 2025

Clarification #1

Regarding surety and bond information, the "Contract Bond Form" (Page 41A of 648 - Page 41B of 648) referenced in the Table of Contents (top of Bid Book Page 3 of 648) is attached.

Clarification #2

The following Bid Book Pages are to be returned with Bid. 1 (cover page) - 14, 34 (bid proposal) - 41, 41B, 41B54 (DCEO) - 95, 466 (Contractor Certification SWPPP), Addendum #01, and Addendum #02.

Clarification #3

Per Bid Book Page 7 of 648 DCEO 28% goal (for the Bid total bid amount and for the Alternate total bid amount) shall be met as specified in Bid Book (see Bid Book page 66 of 691, and 54-95). A three weeks period from posting/advertising bid to bid opening has been provided for Bidders to secure DBE involvement, no waivers.

Clarification #4

Liquated damages Per SSRBC Article 108.09. Insurance per Bid Book page 95 of 648 for insurance.

Clarification #5

There is no Maintenance and Monitor period for the seed, planting and restoration items, the bond (10% of total bid, for base bid and for alternate bid), shall be held until establishment requirements are met.

Clarification #6

No further addendums will be issued.

Please Note the following bid book items.

- 1. This is Alternate Bid Project. Village to award Base Bid or Alternate Bid at their discretion.**
- 2. DCEO goals are requirements per Bid Book Page 7 of 648.**
- 3. Bid opening date has not changed from January 24, 2025 at 10:00 a.m. at the Village of Vernon Hills Village Hall.**

Please acknowledge receipt of this addendum by signing and returning the attached form to Michael Burke, PE of Christopher B. Burke Engineering, Ltd. at michaelburke@cbbel.com. Additionally, Addendum #02 shall be attached to the bid. If Addendum #02 is not attached to the bid, the bid may be disqualified.

I acknowledge the receipt of Addendum #2 for the above referenced project:

Signed: _____

Semper Fi Landscaping, Inc.

Name of Company

ADDENDUM #03
Village of Vernon Hills

Lake County Stormwater Management Commission - Seavey Ditch and Lake Charles Restoration Plan
(CBBEL Project No. 220180)

Date: January 21, 2025

Revision #1

Contract Bond is 10%. Use attached "Contract Bond Form" (Page 41A of 648 - Page 41B of 648) now showing 10%.

Please Note the following bid book items.

- 1. This is Alternate Bid Project. Village to award Base Bid or Alternate Bid at their discretion.**
- 2. DCEO goals are requirements per Bid Book Page 7 of 648.**
- 3. Bid opening date has not changed from January 24, 2025 at 10:00 a.m. at the Village of Vernon Hills Village Hall.**

Please acknowledge receipt of this addendum by signing and returning the attached form to Michael Burke, PE of Christopher B. Burke Engineering, Ltd. at michaelburke@cbbel.com. Additionally, Addendum #03 shall be attached to the bid. If Addendum #03 is not attached to the bid, the bid may be disqualified.

I acknowledge the receipt of Addendum #03 for the above referenced project:

Signed:  _____

Semper Fi Landscaping, Inc.

Name of Company

VILLAGE OF VERNON HILLS
CONTRACT DOCUMENTS
FOR

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
SEAVEY DITCH AND LAKE CHARLES RESTORATION PLAN
(CBBEL PROJECT NO. 220180)

Pre-Bid On-Site Meeting Date and Time (Optional)..... January 15, 2025 2:00 p.m.
Bid Opening Date:..... January 24, 2025
Bid Due By: 10:00 a.m.
Bid Opening Time:..... 10:00 a.m.
Bid Opening Location:..... Village Hall
Bid Deposit: 10% of the Amount of Bid
Substantial Completion Performance Bond: 100% of the Amount of Bid
Maintenance and Monitoring Performance Bond: 10% of the Amount of Bid

Obtain Information From:

Michael Burke
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018
(847) 823-0500

Submit bids to:

Vernon Hills
Village Hall
290 Evergreen Drive
Vernon Hills, IL 60061
Phone: 847-367-3700

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Vernon Hills and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

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CONTRACT BOND FORM
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BDE SPECIAL PROVISIONS
GRANT COMPLIANCE REQUIREMENTS FOR THE DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY (DCEO) FUNDING AGREEMENT #24-413046
LOCAL ROADS SPECIAL PROVISION LR 107-4
LOCAL ROADS SPECIAL PROVISION LR 702
HIGHWAY STANDARDS/DETAILS
GEOTECHNICAL/ENVIRONMENTAL/LPC-663 REPORT AND FORM [NOV 2022 RUBINO
ENGINEERING INC]
STORM WATER POLLUTION PREVENTION PLAN & NOI

SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed below, which apply to and govern the proposed improvement designated as Lake County Stormwater Management Commission - Seavey Ditch and Lake Charles Restoration Plan (CBBEL Project No. 220180) in case of conflict with any part or parts of said specifications; the said Special Provisions shall take precedence and govern.

All construction shall be done in accordance with:

- A. "Standard Specifications for Road and Bridge Construction", Adopted April 1, 2022:
- B. "Supplemental Specifications and Recurring Special Provisions", Adopted January 1, 2024
- C. Latest Edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (IMUTCD)
- D. Latest Edition of the "Standard Specifications for Traffic Control Items" (SSTCI)
- E. Standard Specifications for Water and Sewer Main Construction in Illinois" latest Edition,
- F. Latest Edition of the Manual of Test Procedure of Materials
- G. "Special Provisions" Included in the Contract Documents
- H. All Permits, including but not limited to: Village of Vernon Hills, Lake County Stormwater Management Commission, McHenry-Lake County Soil and Water Conservation District, U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, United States Environmental Protection Agency.
- I. Grant Compliance Requirements for the Department of Commerce and Economic Opportunity (DCEO) Funding Agreement #24-413046
- J. The "Natural Resources Conservation Service Technical Guide and Engineering Field Manual"
- K. The "Illinois Urban Manual", and the "Illinois Urban Manual Field Manual for Inspection of Erosion and Sediment Control Best Management Practices"
- L. The "Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois",
- M. The "Americans with Disabilities Act of 1990 Accessibility Guidelines", the "Draft Rehabilitation Act of 1973" (Section 504), and the "Public Rights-Of-Way Accessibility Guidelines".

Section / Article references refer to the Standard Specification.

LOCATION OF PROJECT

The project is located in the Village of Vernon Hills, Libertyville Township, in the south-central part of Lake County, in the northernmost part of Lake Charles and along Seavey Ditch between Lake Charles and Hazeltine Drive. (Lat. 42.2609891°N; Long. -87.9652685°W). The length of the project is 12,125 feet (2.3 miles).

DESCRIPTION OF PROJECT

The work consists of channel excavation, tree removal, and topsoil stripping. Proposed improvements include rip-rap, native landscaping, trees installation, excavation of in-channel sedimentation trap, sidewalk restoration, landscape restoration. Other work includes temporary bypass pumping, temporary cofferdams, temporary staging areas (outside wetlands/floodway), sediment/erosion control best management practices, maintenance of traffic (vehicular and pedestrian/bicycle), and all incidental and collateral work necessary to complete the project as shown on the plans and described herein. This project includes in-stream work, and impacts wetlands and Water of the US.

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village Hall of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061 until 10:00 AM on 1/24/2025.

Plans, proposal forms and bidding documents will be available on 1/03/2025 for download from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN# 9385536 for a non-refundable charge of \$40.00.

IDOT prequalification is required.

Meeting DCEO goals is required.

ALTERNATE BID PROJECT

This project has 2 bid options. All options shall be bid, or bid shall be rejected and returned.

The Village may award

Base Bid: Ditch Restore (Area A), or

Alternate Bid: Base Bid + Sedimentation Trap (Area B), or

none of the above.

The Schedule of prices includes all work for the base bid or bid alternate to be awarded.

PRE-BID MEETING

An optional pre-bid meeting will be held January 15, 2025 at 2:00 p.m. local time at the project site. Bidders to report to parking lot just north of Ditch (Station 320+00) at Hazeltine Dr. Project overview will be given, then attendees will walk site with meeting ending after a short question/answer period.

BIDDER QUALIFICATIONS

In order to assure timely award of this Contract, the Bidder must submit Qualifications and Certifications at the time of bid submission. The Contract will not be awarded until the Qualifications and Certifications evidence submitted by the Bidder is approved. The evidence will be approved if sufficient information is provided to meet the requirements. If the Qualifications and Certifications requirements are not approved because the evidence is deficient in a technical matter, unless waived by the Village, the Bidder will be notified and will be allowed no more than a five (5) working day period in order to cure the deficiency.

Native Landscaping Contractor or Subcontractor.

The native landscaping contractor or subcontractor shall submit examples of 3 similar sized installation, restoration and enhancement projects demonstrating the ability to install, establish, restore and maintain native vegetation for a period of 3 years. The submitted examples should demonstrate the ability of the contractor to achieve performance standards established by the Corps of Engineers - Chicago District for Mitigation Wetlands. References and photographs shall be submitted for each of the submitted projects.

Evidence of at least two completed similar projects approved and accepted by the US Army Corps of Engineers (USACE). The referenced projects should have included prescribed burning, invasive species control, and the planting of native vegetation similar to the pay items included in this contract.

The submitted evidence of at least two completed projects should describe the following:

- Description of project's scope of work
- Agency for which the project was completed
- Size of the project (acres)
- Estimated value of the completed project
- Key Staff (of the reference projects) that will be assigned to project that are experienced with project management of large restoration projects

Note: If the work is proposed to be performed by a subcontractor, the aforementioned evidence for two completed similar projects may be submitted for work that the proposed subcontractor has performed.

The resumes of the Contractor's project staff leads and field supervisors assigned to project planting and maintenance activities. The project lead and field supervisor must each possess at least two of the following:

- Bachelor's degree in the Life Sciences from an accredited institution,
- Wetland science or landscape architecture with at least five years' experience,
- The staff must have verification of attending a non-collegiate training including prescribed fire and/or wetland science as well as eight hours of erosion control training,
- Certified Professional Wetland Scientist (Society of Wetland Scientists), Certified Professional in Erosion and Sediment Control (CPESC, Inc.) or a registered Landscape Architect (Illinois Department of Financial and Professional

Regulation).

Note: The project staff lead or field supervisor requirements may be met through the use of a subcontractor, in which case, the resumes submitted with the bid proposal may be for the subcontractor staff that will fill the role of project lead and/or field supervisor.

Bypass Pumping/Dewatering.

The pumping/dewatering contractor or subcontractor shall submit examples of two similar sized installation projects demonstrating the ability to install, manage and maintain in-the dry conditions.

The submitted evidence should describe the following:

- Description of project's scope of work
- Agency for which the project was completed
- Size of the project (flows managed)
- Estimated value of the completed project
- Key Staff (of the reference projects) that will be assigned to the project are experienced with project management of large bypass pumping/dewatering projects.

CONTRACT REQUIREMENTS – DCEO Grant # 24-413046 (HD240398)

NOTICE: All bidders must comply with the Village of Vernon Hills and DCEO policy regarding the use of Disadvantaged Businesses. This project has the following minimum requirements:

MBE + WMBE + WBE and or WMBE: 28%

Contractor is required to comply with CMS's Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.). This project has a BEP utilization goal set by DCEO for a percentage of the grant dollars going to businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Contractors are required to reach the utilization goals or show good faith efforts to reach the utilization goals. Non-compliance with the BEP goal and requirements will disqualify the bid.

Note: See Special Provisions for GOOD FAITH EFFORT DOCUMENTATION CHECKLIST

Please note that all contractors awarded the contract (and their subcontractors) will receive no payouts from the village until documents submitted have been reviewed and approved and all requirements have been met.

See the following "Grant Compliance Requirements for the Department of Commerce and Economic Opportunity (DCEO) Funding Agreement #24-413046" section.

Definitions as noted herein and perform all appurtenant work thereto.

1. Replace "the Department" with "The Village of Vernon Hills," and the term, "Regional Engineer" with "Village Engineer."
2. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works".

Special Note: The Prevailing Wage Act / Federal Requirements require maintaining and submitting Certified Payroll records monthly for all entities working on this project.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The BIDDER acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the Work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the Work or its costs, including but not limited to (1) location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, sanitary sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground and existing detention ponds; (5) the character of equipment and facilities needed prior to and during work performance; (6) subsurface conditions at the site of Work; (7) the quantities and qualities of all materials, equipment, and labor set forth in the Bid Proposal, plans and drawings and specifications that are necessary to complete all of the Work as required under the Contract Documents; and (8) the location, condition, compatibility, configuration of all existing utilities and infrastructure. The BIDDER also acknowledges that it has verified as correct, confirmed and satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans and specifications made a part of the bidding documents. The BIDDER further acknowledges that it has reviewed, investigated, confirmed, verified as correct and satisfied itself as to the available geotechnical reports, environmental reports, etc. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the County.

Christopher B. Burke Engineering, Ltd., County and Village assume no responsibility for any conclusions or interpretations made by the BIDDER based on information made available by Christopher B. Burke Engineering, Ltd. or the OWNER of the project. Nor does the County or Christopher B. Burke Engineering, Ltd. assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in this contract.

The complete GEOTECHNICAL/ENVIRONMENTAL/LPC-663 REPORT AND FORM [NOV 2022 RUBINO ENGINEERING INC is included in this document and is therefore incorporated into the Special Provisions.

OVERLAPPING AGENCIES

The work is on Village and Golf Course property. Coordination is paramount. To avoid miscommunication this project has a single point of Contact: Resident Engineer (Engineer). Contractor shall take all direction from Engineer only. If a discrepancy or conflicting requirement/request is directed to the Contractor, the Contractor shall immediately inform the Engineer. Any work done thereafter until issued is resolved could require re-work, at no additional cost to the Village.

PERMITS

The following permits are included by reference into this project. Contractor shall abide by all conditions/requirements/etc. included in these permits. Copies are available for viewing upon request.

- USACE SECTION 404 PERMIT
- MCHENRY-LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT
- IDNR-OWR PERMIT
- IHPA SECTION 105/106 HISTORIC PRESERVATION

COOPERATION BY CONTRACTOR

ADD to Section 105.06:

The superintendent shall supervise and coordinate all work forces, those of the General Contractor and all of their Subcontractors. Any problems or disputes between any work forces and the Engineer will be the responsibility of the superintendent to resolve. The superintendent shall be supervisory only and shall not be a foreman, nor shall the superintendent be permitted to operate any machinery or perform labor of any kind.

The Village is Engineer of the proposed improvements and will not superintend the Contractor's general or subcontracted work forces. Lack of full-time superintendence by the Contractor prevents the Engineer from coordinating and inspecting Contract work operations.

No work on this Contract will be permitted without the General Contractor's full time superintendent present on the site of the improvements. The superintendent must have in their possession a wireless telephone at all times that there are construction operations in progress.

The contractor shall be penalized \$1000 per calendar day each and every day that a Full Time Superintendent is not present on the site of the improvements while work is occurring. This penalty shall be deducted from the amounts due or which may become due to the Contractor.

Basis of Payment. Any costs associated with the requirements of this Special Provision are not paid for, but are included in the contract cost and shall be considered and included in the total Contract Proposal Bid Amount.

SECTION 105 – CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Village of Vernon Hills that this project be constructed in an orderly and timely manner. Toward this end, the CONTRACTOR shall take special note of the provision of Article 105.06, Article 108.01 paragraph 2, and Article 108.02 of the Standard Specifications which shall be adhered to.

CCDD INFORMATION

An environmental assessment of the project areas has been performed and it was found that there is reason to believe that these projects sites contain non-CCDD soils.

Uncontaminated Soil Certification Forms LPC-663 and full environmental report has been provided at the end of these bid documents.

If the Contractor, for whatever reason, suspects that an excavation, debris load, or any portion thereof, may contain non-clean construction debris, then he shall immediately notify the Engineer.

If the Engineer agrees that the material is suspect then the Contractor shall set aside that suspect load or portion thereof on site or at a holding area identified by the Engineer. The Contractor shall remain responsible for the disposal of that load or portion thereof.

STATUS OF UTILITIES

Utility companies listed in the plans have been contacted regarding potential conflicts between their respective utilities and the proposed improvements. Utility companies are in the process of determining

if potential conflicts exist. It will be the Contractor's responsibility to contact utility companies to determine if additional conflicts may exist.

Contractor shall host an on-site Utility Coordination Meeting. Each utility shall attend or shall provide a "no facilities/no conflict within/near project or construction access routes" official email/letter. Contractor shall host meeting and receive all emails/letters prior to ground disturbance.

Design Stage Julie Ticket Information: X221991664 and X221991645

The above represents the best information available and is included for the convenience of the Bidder. The applicable portions of Article 105.07 and 107.31 of the Standard Specifications shall apply.

SECTION 105.09 – MARKING PAINT

In addition to the requirements of Article 105.09 of the Standard Specifications, the CONTRACTOR shall furnish, white, pink or purple pavement marking paint in aerosol cans, for use by the ENGINEER, the cost of which is included in CHANNEL EXCAVATION (SPECIAL). The quality of the marking paint shall be as manufactured by Aervoe-Pacific Co. (distributed by Municipal Marking Distributors, Inc., Dundee, IL) or approved equal. The CONTRACTOR and SUBCONTRACTORS shall only use these same colors for their own markings, therefore, not using J.U.L.I.E. utility colors.

ARTICLE 107.09 – PUBLIC CONVENIENCE AND SAFETY

Append the following to this article:

"Contractor shall not work on Saturdays, Sundays, or Holiday Periods without written approval by the ENGINEER.

If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.

The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After.

Plans show TEMPORARY CONSTRUCTION FENCE which will be paid for as per the TEMPORARY CONSTRUCTION FENCE pay item. Contractor shall also fence off (snow fence or other; per Article 201.05 (a)) construction site and disturbed areas; this work shall be considered included in the cost of the various removal items."

SCHEDULE OF WORK

Any and all additional effort and materials needed for cold weather work and for hot weather work are included in the cost of the associated pay item. No additional payment/surcharge will be allowed.

The Contractor shall submit a written sequence and timetable for completion of the work within 10 calendar days after award of contract.

The Contractor must schedule the work such that at the completion of each working shall minimize un-stabilized ground.

At the completion of each working day the sidewalks/bike paths/entrances/driveways/golf paths/roads shall be made safe and passable to traffic through the work area. If the Contractor fails to restore all access by the close of each working day, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. For this project, the daily deduction will be one thousand dollars per day per location. In addition, if the Contractor fails to respond, the Engineer may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

Construction work includes the operation of heavy equipment, including but not limited to the warming up of any piece of equipment or turning on engines.

This work will be included in the cost of the contract which shall include all material, labor and equipment needed to complete these operations specified herein.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Articles 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Village at least 72 hours in advance of beginning work.

DIRT ON PAVEMENT

ADD to Section 107.15:

When the Engineer directs the Contractor to clean the street with a street sweeper and the Contractor is not able to provide a street sweeper, the Village of Vernon Hills will charge the Contractor for the use of the Village of Vernon Hills street sweeper at a rate of **\$250.00 per hour** with a minimum of a 4-hour charge. The charged dollar amount shall be deducted from the amount due to the Contractor on the contract. The Village of Vernon Hills street sweeper shall only clean the streets that are directed by the Engineer to be cleaned.

ARTICLE 107.23 – PROTECTION OF STREAMS, LAKES, RESERVOIRS, NATURAL AREAS, WETLANDS, PRAIRIE AREAS, SAVANNAHS, AND ENDANGERED AND THREATENED SPECIES.

Prepend the following to this article:

“Per USACE permit requirements, prior to commencement of any in-stream work, Contractor shall submit construction plans and a detailed narrative that disclose the Contractor's preferred method of cofferdam and dewatering method to the Engineer. The Engineer will review and forward to McHenry-Lake County Soil and Water Conservation District (McHenry-Lake County SWCD).

Work in the waterway shall not commence until the written notification by McHenry-Lake County SWCD that the plans have been approved has been provided to the Contractor.”

ARTICLE 108.05 – COMPLETION DATE WITH INTERIM COMPLETION DATES

Append the following to this article:

“This is a completion date with interim completion dates contract. All work shall be completed by **December 1, 2025**. Engineer will determine substantial completion.

1. The first interim completion date is **March 31, 2025**; all tree removal (Area A and Area B) work shall be completed, prior to March 31, 2025.
2. The second interim completion date is **October 15, 2025**; all Area A, all Area B, and all restoration of temporary stockpile and permanent spoil areas, shall be substantially completed, and areas shall be open to the public prior to October 15, 2025.

ARTICLE 108.09 – FAILURE TO COMPLETE THE WORK ON TIME

Append each occurrence of "completion date" with: "and interim completion dates"

PERFORMANCE BOND

Substantial Completion Performance Bond shall be held by the Owner until all work associated with the first interim completion date and the second interim completion date is completed to the satisfaction of the Owner. The work shall include all establishment periods. The Performance Bond Shall be for 100% of the amount of bid.

Maintenance and Monitoring Performance Bond shall be held by the Owner. This Bond shall be in the amount of 10% of the amount of bid, and shall be in force from Substantial Completion to Final Completion, which included the Maintenance and Monitoring period.

PREVAILING WAGE RATES

When engaged in construction of a "public work," within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires Contractors and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly wages plus fringe benefits) in the county where the work is performed.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: www.state.il.us/agency/idol/rates/rates.HTM. All Contractors and Subcontractors rendering services under a Contract for the construction of a public work must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

As a condition of making payment to the Contractor, the Village may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

Bidder Qualifications:

**Lake County Stormwater Management Commission -
Seavey Ditch and Lake Charles Restoration Plan (CBBEL Project No. 220180)**

Project: Sugar Creek Golf Course Creek Restoration Project

Description: Stream stabilization and construction, sheet pile removal and offsite disposal, pond sediment removal and disposal, excavation and backfill handling, wetland construction, rock lining, riffles, overflow spillways, grading of streambank and riparian slopes, tree and shrub removal, construction of off-bank clay berms, topsoil re-spread, native plant seeding, installing live plant material.

Client: Elmhurst Park District

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

Contact: Brian McDermott

Contact Title: Director of Enterprise Services

Contact Phone: 630-993-8180

Contact Email: bmcdermott@epd.org

Project Date: Construction completed in May of 2023; ongoing vegetative management is set to end in 2027.

Project Budget: \$1,165,000

Project: Buffalo Creek Wetland Mitigation Project

Description: This 70-acre wetland restoration project includes creation of a wetland bank within the Buffalo Creek Forest Preserve. Work included earth excavation and grading, multi-use aggregate trail installation, native seed installation, native plant plugs installation, native tree and shrub installation and ongoing stewardship and management.

Client: Lake County Division of Transportation

Client Address: 600 West Winchester Road, Libertyville, IL 60048

Contact: Jeff Dayson

Contact Title: Resident Engineer

Contact Phone: 847-377-7400

Contact Email: jdayson@lakecountyil.gov

Project Date: Construction completed in August of 2018; 5-year Vegetative Management Program Ongoing

Project Budget: \$1,300,000

Bidder Qualifications:

**Lake County Stormwater Management Commission –
Seavey Ditch and Lake Charles Restoration Plan (CBBEL Project No. 220180)**

Project: Hammel Woods Dam Removal

Description: This project includes the removal of a dam and concrete overlook, placement of bank stabilization and rock enhancement features, and construction of a concrete canoe/kayak boat launch and native seed installation.

Client: Forest Preserve District of Will County

Client Address: 17540 West Laraway Road, Joliet Illinois 60433

Contact: Scott Randall

Contact Title: Senior Engineer

Contact Phone: 847-878-6739

Contact Email: srandall@wbkengineering.com

Project Date: Completed in September of 2021

Project Budget: \$537,000

Project: Bull Creek Headwaters Restoration

Description: Construction of the Bull Creek Headwaters Restoration includes the removal and abandonment of 3,836 linear feet of drain tiles, construction of 14 rock grade control structures, construction of two driveway culverts including the removal and restoration of the HMA driveway, swale grading and restoration.

Client: Libertyville Township

Client Address: 359 Merrill Court Libertyville, Illinois 60048

Contact: Kathleen O'Connor

Contact Title: Township Supervisor

Contact Phone: 847-816-6800

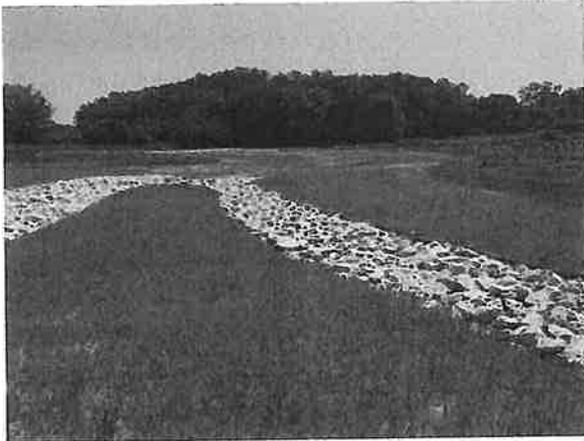
Contact Email: koconnor@libertyvilletownship.us

Project Date: Completed in August of 2019

Project Budget: \$240,000

Bull Creek Headwaters Restoration Project

Libertyville Township, Illinois



Semper Fi Land Services was contracted by Libertyville Township, to restore Bull Creek Headwaters & watershed restoration. The project included the restoration of over 2000 linear feet of stream, 700 cubic yards of excavation, construction of 14 rock grade control structures, construction of two driveway culverts, the removal and restoration of the HMA driveway, swale grading, and 45 acres of post construction site restoration.

Work activities included:

- 700 CY of excavation
- Over 2000 linear feet of stream was restored
- Rock grade checks
- Rip rap Stabilization
- Channel reshaping
- 45 acres of native seed and plant installation
- Erosion control blanket installation

Client: Libertyville Township

Habitat: Wetland

Status: Completed August 2019

Budget: \$240,000

Hammel Woods Dam Removal Project

Shorewood, Illinois

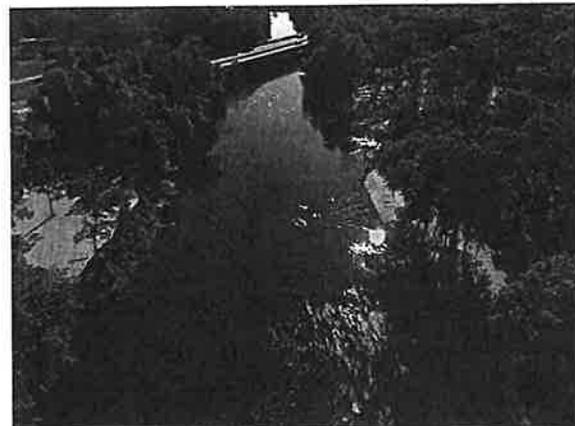


Semper Fi Land Services was contracted by the Forest Preserve District of Will County to remove a low head dam spanning the DuPage River located at the Hammel Woods Forest Preserve in Shorewood, Illinois. This project includes the removal of a dam and concrete overlook, placement of bank stabilization and rock enhancement features, and construction of a canoe/kayak boat launch and native seed installation.



Work activities included:

- Installation and maintenance of sediment and erosion control devices
- Tree and shrub removal
- Cofferdam installation and dewatering
- Dam removal
- Excavation and grading
- Anchor stone installation
- Cobble and boulder stabilization feature installation
- Canoe launch installation
- Limestone outcropping installation
- Limestone outcropping installation
- Native seed installation



Photos courtesy of the Forest Preserve District of Will County

Client: Forest Preserve District of Will County

Habitat: Riparian

Status: Completed in August of 2021

Budget: \$537,000

Video Profile: YouTube: <https://youtu.be/9ELAFKVxpEw>.

Buffalo Creek Forest Preserve Wetland Mitigation Long Grove, Illinois



Semper Fi Land Services, Inc. was contracted by the Lake County Department of Transportation to restore and expand 70 acres of wetlands at Buffalo Creek Forest Preserve located in Long Grove, IL. The project also included installation of over one mile of aggregate multiuse trail and one adjustable water control structure. The construction portion of this project was completed in the summer of 2018. Vegetative management is ongoing.

Work activities included:

- Installation and maintenance of sediment and erosion control structures
- Selective clearing
- Excavation and grading to create wetlands and trails
- Aggregate trail installation
- Water control structure installation
- Native seed installation
- Native plant plug installation
- Native shrub installation
- Prescribed burn management
- Invasive species control
- Ongoing site stewardship and management



Client: Lake County DOT

Habitat: Wetland

Status: Construction completed summer of 2018, Management is ongoing

Budget: \$1,300,000

Heather Rossi, IL-9809A

Lead Project Manager, Staff Ecologist, ISA Certified Arborist

Professional Profile

I started at Semper Fi as a Restoration Technician with a passion for Biology and the outdoors. Demonstrating excellent work ethic, leadership, and driven to learn new skills, I quickly progressed to my current position as Lead Project Manager. Before starting my career at Semper Fi Land Services, I obtained my BS in Sciences from Northern Illinois University and a GIS Certification from College of DuPage- Glen Ellyn. Throughout the duration of my employment at Semper Fi Land Services, I have completed several training and certification classes to expand on my credentials.



Training and Certifications

BS in Liberal Arts/Sciences-Biology, focus on Ecology and Natural Areas Management
Wildfire Training S-130/190/290/Is-100b
Illinois DNR Certified Prescribed Fire – Burn Boss
Chainsaw Safety Training and Small Engine Maintenance
Erosion and Sediment Training
Illinois Department Agriculture Licensed Pesticide Applicator (Right of Way and Forest Pest Control)
Ecological Site Assessment
Habitat Restoration
Native Plant Identification
Site Stewardship and Management
GIS Certification College of DuPage County (May 2015)
Completion of 2018 Compete AutoCAD course
International Society of Arboriculture Certified Arborist
OSHA 30
Heavy Equipment Operations and Maintenance

Projects

Illinois Tollway – 17-4328, 18-4448, 18-4442, 18-4444, 19- 4466, 19-4467 and 15-4651 managing surety work coordination

I served as a Project Manager and Foreman for the projects listed above. My role was primarily coordination and organization of these project from start to finish, overseeing all operations, material procurement and installations. This work required coordination with sub- contractors, scheduling, and offering guidance in completion of the work for the sub-contractors and labor crews. The projects entailed; project layout in the field, bed preparations including herbicide applications, mowing, completing the necessary utility checks through the Illinois One Call system (JULIE) and through the Illinois Tollway verifying the field locations of fiber optic cables (A36), refreshing the tickets in various areas as work progressed, tillage of the soil, landscape equipment operations, planting materials, installation of varying seed classes by location, site monitoring, drafting proposals, maintenance and restoration of the job site. My role on these projects also includes damage mitigation and clean up if needed. In addition to the field components of this role, the completion of documents for daily, bi-weekly and monthly work progress updates and Maintenance of Traffic and compliances were completed by me. I was also the procurement officer for materials for the project.

This included obtaining the necessary vendor certifications and licensing for submission to the engineers and construction management team. It was also my responsibility to conduct on-site performance reviews to ensure that Semper Fi followed the job specifications as they related to the work being completed. I was also responsible for off season monitoring visits to ensure the project sites remained in suitable conditions through the various weather cycles and adhering to the standard specifications and supplemental specifications as designated in the contract documents.

Shoreline Project – Forest Preserve District of Cook County, Westchester, IL

As Crew Leader for the Semper Fi restoration crew, the goal was to restore the shoreline prairie buffer ecosystem. The project included hand clearing invasive trees and shrubs, selective herbicide application to invasive species, and prescribed burn management. Semper Fi's work on this site ended in September of 2017.

Clark and Pine – Indiana Department of Natural Resources, Gary, IN

I was designated as Crew Leader for the Semper Fi restoration crew that was sub-contracted to steward and maintain this Indiana Nature Preserve. The project has included hand clearing invasive trees and shrubs, selective herbicide application to invasive species, and prescribed burn management in a dune and swale ecosystem. Semper Fi's work on this site ended in October of 2017.

Argonne National Laboratory – U.S. Department of Energy, DuPage, IL

I served as Crew Leader for the Semper Fi restoration crew to steward and maintain Argonne National Labs Natural Areas. This contract included assistance in maintaining the cleared areas on site. Special access and background checks were completed before the start of any work. The work primarily consisted of selective herbicide applications to control invasive species and cool season grasses found site wide. Primary focus is to restore cleared areas to a state consistent with what would have been historically found in this location.

Com Ed – Commonwealth Edison, IN

I served as Crew Leader for the Semper Fi restoration crew that was sub-contracted under Homer Tree Industries to complete vegetation management under the towers. The project has included selective herbicide treatment in the right of ways under power lines and towers. Goals of the job are to prevent any excess growth from reaching heights that would cause problems with the lines and access to towers.

Hammel Dam – Shorewood, IL

I served as a project manager on site at the removal of a low headwater dam. This project was complex and required several steps to complete including but not limited to the installation of coffer dam for dewatering the river, excavation of the shoreline, grade work for the installation of the canoe launch, tree removals and protection fencing for desirable species.

Buffalo Creek Wetland Mitigation Project – Long Grove, IL

Heather served as a project participant on this 70 acre wetland restoration project. Heather coordinated with other the client, consultants and partner agencies to ensure adequate communication and overall success of the project. Restoration of this site included excavation and grading, facilitating the creation and expansion of existing wetlands, tree and shrub removal, tree and shrub planting, herbaceous invasive species control, native seed and plug installation, prescribed burn management, and trail installation.

Work History

August 2016 – Present

Lead Project Manager, Semper Fi Land Services, Inc., Yorkville, Illinois

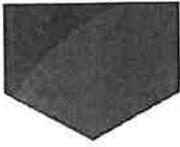
January 2013 – May 2015

GIS Certification - College of DuPage

August 2008 – December 2011

Northern Illinois University – Bachelors in Liberal Arts and Sciences – Biology

Required Contractor Certifications and Licensing



The International Society of Arboriculture

Hereby Announces That

Heather Marie Rossi

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollhan
CEO & Executive Director

14 October 2020

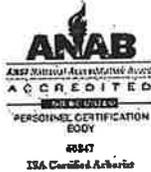
31 December 2026

IL-9809A

Issue Date

Expiration Date

Certification Number



"TOLLWAY BASIC EROSION AND SEDIMENT TRAINING"

January 2018

Completed

Presented by:



CERTIFICATE OF COMPLETION PRESENTED TO:

Heather Rossi

Dan Salsinger, CPESC, CISEC

BID PROPOSAL

I/We hereby agree to furnish to the Village all necessary materials, equipment, labor, etc. to complete the **Lake County Stormwater Management Commission - Seavey Ditch and Lake Charles Restoration Plan (CBBEL Project No. 220180) Project** in accordance with provisions, instructions, and specifications of the Village for the prices as follows:

BID:

Bidders shall provide proposal for all of the below.

Bidders Proposal for making Entire Improvements:

BASE BID: DITCH RESTORE (AREA A) TOTAL BID =

\$1,376,312.66 One Million Three Hundred Seventy-Six Thousand Three Hundred Twelve and 66/100
(FIGURES) (WORDS)

ALTERNATE BID: BASE BID + SEDIMENTATION TRAP (AREA B) TOTAL BID =

\$1,600,950.13 One Million Six Hundred Thousand Nine Hundred Fifty and 13/100
(FIGURES) (WORDS)

Village of Vernon Hills / Lake County Stormwater Management Commission
Seavey Ditch and Lake Charles Restoration Plan
(CBBEL Project No. 220180)
Lake County

**ALTERNATE BID:
BASE BID - SEDIMENTATION TRAP (AREA B)**

**BASE BID:
DITCH RESTORE (AREA A)**

Schedule of Prices

NO.	Item	Unit	Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30	\$388	\$11,640.00	45	\$388	\$17,460.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	75	\$590	\$44,250.00	110	\$590	\$64,900.00
20101000	TEMPORARY FENCE	FOOT	800	\$16	\$12,800.00	1,000	\$16	\$16,000.00
2101625	TOPSOIL, FURNISH AND PLACE, 6"	SQYD	2,311	\$5.50	\$12,710.50	2,762	\$5.50	\$15,191.00
25200110	SODDING, SALT TOLERANT	SQYD	71	\$7.00	\$497.00	106	\$7.00	\$756.00
25200200	SUPPLEMENTAL WATERING	UNIT	23	\$750	\$17,250.00	28	\$750	\$21,000.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	25	\$50	\$1,250.00	29	\$50	\$1,450.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,335	\$5.50	\$7,342.50	1,820	\$5.50	\$10,010.00
28000500	INLET AND PIPE PROTECTION	EACH	2	\$300	\$600.00	4	\$300	\$1,200.00
28100105 *	STONE RIPRAP, CLASS A3	SQYD	30	\$60	\$1,800.00	35	\$60	\$2,100.00
28100107 *	STONE RIPRAP, CLASS A4	SQYD	4,780	\$35	\$167,300.00	5,753	\$35	\$202,805.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQFT	701	\$8.50	\$5,958.50	1,058	\$8.50	\$8,993.00
44000600	SIDEWALK REMOVAL	SQFT	701	\$3.26	\$2,285.26	1,058	\$3.26	\$3,449.08
66900200	NON-SPECIAL WASTE DISPOSAL	CUYD	327	\$91	\$29,757.00	357	\$91	\$32,487.00
66900530	SOIL DISPOSAL ANALYSIS	EACH	4	\$2,400	\$9,600.00	5	\$2,400	\$12,000.00
66901001	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L.SUM	1	\$1,800	\$1,800.00	1	\$1,800	\$1,800.00
66901003	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L.SUM	1	\$3,000	\$3,000.00	1	\$3,000	\$3,000.00
66901006	REGULATED SUBSTANCES MONITORING	CAL.DA	15	\$480	\$7,200.00	20	\$180	\$3,600.00
67100100	MOBILIZATION	L.SUM	1	\$38,500	\$38,500.00	1	\$44,500	\$44,500.00
A2006432	TREE, QUERCUS ALBA (WHITE OAK), 4" CALIPER, BALLED AND BURLAPPED	EACH	3	\$900	\$2,700.00	3	\$900	\$2,700.00
A2006520	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$800	\$2,400.00	3	\$800	\$2,400.00
A2006702	TREE, QUERCUS MACROCARPA JFS-KW3 (URBAN PINNACLE BURR OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$800	\$2,400.00	3	\$800	\$2,400.00
A2007516	TREE, SALIX NIGRA (BLACK WILLOW), 2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$800	\$2,400.00	3	\$800	\$2,400.00
Z2CBBEL01 *	TREE ROOT PRUNING	FOOT	2,588	\$3.80	\$9,834.40	2,670	\$3.80	\$10,146.00

Village of Vernon Hills / Lake County Stormwater Management Commission
 Seavey Ditch and Lake Charles Restoration Plan
 (CBBEL Project No. 220180)
 Lake County

ALTERNATE BID:
 BASE BID - SEDIMENTATION TRAP (AREA B)

BASE BID:
 DITCH RESTORE (AREA A)

Schedule of Prices

NO.	Item	Unit	Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price		
K1002564*	INTERSEEDING (SPECIAL)	ACRE	3	\$8,500	\$25,500.00	3	\$8,500	\$25,500.00		
K1005421*	SEEDING (SPECIAL)	ACRE	3	\$8,500	\$25,500.00	4	\$8,500	\$34,000.00		
X0426200*	DEWATERING	L SUM	1	\$18,000	\$18,000.00	1	\$18,000	\$18,000.00		
X2030300*	CHANNEL EXCAVATION (SPECIAL)	CUYD	6.521	\$53.95	\$351,807.95	7.121	\$53.95	\$384,177.95		
X2130010*	EXPLORATION TRENCH, SPECIAL	FOOT	60	\$12	\$720.00	75	\$12	\$900.00		
X251630*	EROSION CONTROL BLANKET (SPECIAL)	SQYD	16,294	\$4.00	\$65,176.00	19,249	\$4.00	\$76,996.00		
X6640638*	TEMPORARY CONSTRUCTION FENCE	FOOT	1,490	\$15	\$22,350.00	1,490	\$15	\$22,350.00		
X7010216*	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000	\$15,000.00	1	\$15,000	\$15,000.00		
Z0013797*	STABILIZED CONSTRUCTION ENTRANCE	SQYD	768	\$27.50	\$21,120.00	892	\$27.50	\$24,530.00		
Z0013798*	CONSTRUCTION LAYOUT	L SUM	1	\$4,600	\$4,600.00	1	\$2,100	\$2,100.00		
ZZCBBEL02*	TREE & BRUSH REMOVAL	SQYD	17,699	\$1.45	\$25,663.55	20,558	\$1.45	\$29,809.10		
ZZCBBEL03*	COFFERDAMS (SPECIAL)	L SUM	1	\$65,000	\$65,000.00	1	\$76,550	\$76,550.00		
ZZCBBEL04*	AS-BUILT DRAWINGS	L SUM	1	\$3,800	\$3,800.00	1	\$3,800	\$3,800.00		
ZZCBBEL05*	ITEMS AS DIRECTED BY THE ENGINEER	EACH	50,000	\$1.00	\$50,000.00	60,000	\$1.00	\$60,000.00		
BASE BID: DITCH RESTORE (AREA A)					\$1,376,312.66	ALTERNATE I: BASE BID - SEDIMENTATION TRAP (AREA B)				
TOTAL BID =					\$1,376,312.66	TOTAL BID =				
					\$1,600,950.13					

**VILLAGE OF VERNON HILLS
CONTRACT DOCUMENTS
BID PROPOSAL (CONTINUED)**

Signed on this 21st day of January, 2025.

If an individual or partnership, all individual names of each partner shall be signed:

By : _____

Print Name..... : _____

Position/Title : _____

By : _____

Print Name..... : _____

Position/Title : _____

Company Name...: _____

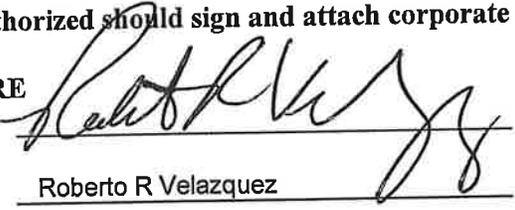
Address line 1 : _____

Address line 2..... : _____

Telephone : _____

If a corporation, an officer duly authorized should sign and attach corporate seal.

PLACE CORPORATE SEAL HERE

By.....:  _____

Print Name: Roberto R Velazquez

Position/Title.....: President

Company Name: Semper Fi Landscaping, Inc.

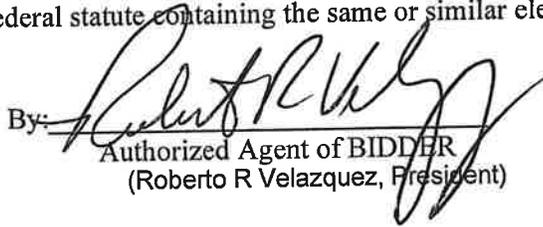
Address line 1: 1215 Deer Street Yorkville, IL 60560

Telephone : 630-518-8484

The Village is exempt from sales or federal tax; therefore, do not include in bid price.

**BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

Semper Fi Landscaping, Inc. (Name of Bidder), having submitted a bid on a contract for **Lake County Stormwater Management Commission - Seavey Ditch and Lake Charles Restoration Plan (CBBEL Project No. 220180)**, to the Village, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: 
Authorized Agent of BIDDER
(Roberto R Velazquez, President)

Subscribed and sworn to before me this 21st day of January, 2025.


Notary Public 

The Village reserves the right to reject any or all bids, to waive technicalities in bidding.

Execution of this contract is contingent upon a funding agreement between the Village of Vernon Hills and the Stormwater Management Commission.

BIDDER'S CERTIFICATION OF PRIOR PUBLIC WORKS PROJECTS

Roberto R Velazquez, being duly sworn and under oath states as follows:

1. I am the duly authorized agent of Semper Fi Landscaping, Inc. ("Bidder") and am authorized to execute this certification on behalf of the Bidder.
2. In the five (5) year period immediately preceding the date of this certificate, the Bidder served as a general CONTRACTOR or subcontractor for the State of Illinois ("state") or any county, township, municipality or other political subdivision of the State as listed on Exhibit "A".
3. For the ten (10) year period immediately preceding the date of this certificate, listed on Exhibit "B" are all projects or work where the Bidder was removed as a general CONTRACTOR or subcontractor, or was subject to the payment of damages, or was involved in any litigation as a party, or had a claim made against any bond posted by the Bidder.
4. The Bidder agrees that any misrepresentation in this certification shall be deemed to be a material breach of the Contract.

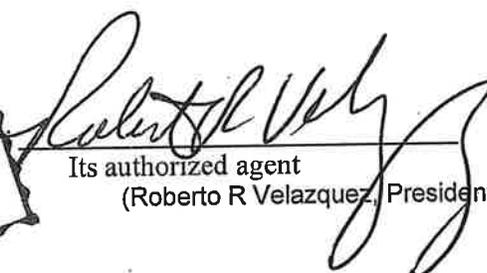
Affiant sayeth further naught.

Subscribed and Sworn to before me this

21st day of January, 2025.



By


Its authorized agent

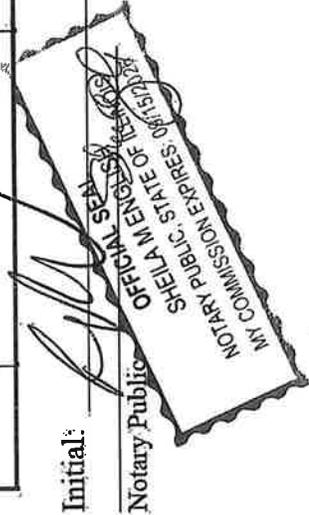
(Roberto R Velazquez, President)

Village of Vernon Hills / Lake County Stormwater Management Commission
 Seaway Ditch and Lake Charles Restoration Plan
 (CBBEL Project No. 220180)
 Lake County

EXHIBIT "A"

DATE	PROJECT	UNIT OF GOVERNMENT	CONTACT PERSON	PHONE NUMBER
October 2020	BMP and Rain Garden Maintenance	City of Aurora	Cathy Hayen	630-256-3650
December 2021	Regional Habitat Enhancement	Forest Preserve District of Cook County	Sergio Silva	312-603-8342
December 2022	Crystal Creek Stream Restoration	Village of Algonquin	Steve Zimmerman	847-844-9385
September 2021	Community Park Canoe Launch	Lisle Park District	Dan Garvy	630-353-4310
September 2021	Rott Creek Bank Stabilization	Lisle Park District	Dan Garvy	630-353-4310
September 2021	Hammel Woods Dam Removal	Forest Preserve District of Will County	Scott Randall	847-878-6739
July 2022	Water Street Mall Extension	City of Aurora	John Hoffman	630-319-6334
December 2023	Landfill Vegetation And Habitat Improvement	Forest Preserve District of DuPage County	Nick Fuller	630-933-7224
March 2023	Woods Creek Reach 5 Streambank Restoration	Village of Algonquin	Michele Zimmerman	847-658-2754
May 2023	Spring Road Tributary Stabilization	City of Oakbrook Terrace, IL	Jedd Anderson	847-343-7818
May 2023	Sugar Creek Golf Course Creek Restoration	Elmhurst Park District	Brian McDermott	630-993-8180
August 2023	Memorial Gardens at the Lake Forest Cemetery	City Of Lake Forest	Chuck Myers	847-810-3565
November 2023	Asphalt Plant Regrading Project at Blackwell Forest Preserve	Forest Preserve District of DuPage County	Christopher Welch	630-739-5100
December 2023	Alpine Hills-Keith Creek Stabilization - Phase 2	Rockford Park District	Tom Lind	815-987-1649
December 2024	MWRD Group C Native Prairie Landscape Maintenance at Various	Metropolitan Water Reclamation District of Chicago	John D'Ambrosia	312-961-6810
July 2024	Veteran's Memorial Garden Installation	Village of University Park	Elizabeth Scott	708-235-4813

Initial: _____ 1 of 1



**Local Public Agency
Proposal Bid Bond**

Local Public Agency Village of Vernon Hills	County Lake	Section Number
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WE, Semper Fi Landscaping, Inc. as PRINCIPAL, and Merchants National Bonding, Inc. as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required Insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 24th of January 2025

Principal

Company Name
Semper Fi Landscaping, Inc.

Signature & Date
By: [Signature]

Title
President

Company Name

Signature & Date
By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety
Merchants National Bonding, Inc.

Signature of Attorney-in-Fact Signature & Date
By: [Signature] 01/24/2025

STATE OF IL
COUNTY OF Will

Brandie Catlin, a Notary Public in and for said county do hereby certify that

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 said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of January 2025

(SEAL, if required by the LPA)



Notary Public Signature & Date
Brandie Catlin
Date commission expires 03/31/26

Local Public Agency	County	Section Number
Village of Vernon Hills	Lake	

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA 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 Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture 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

--

Signature & Date

--

Title

--

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.



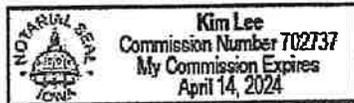
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

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 24th day of January, 2025.



William Warner Jr.
Secretary

**Grant Compliance Requirements
for the
Department of Commerce and Economic Opportunity (DCEO)
Funding Agreement#24-413046**

The Grant Agreement Between The State of Illinois, Department of Commerce and Economic Opportunity and Lake County, agreement number 24-413046 (“the Grant Agreement”) is hereby incorporated into this agreement. [Contractor] is hereby notified of and acknowledges its obligations with respect to abiding by all applicable laws, regulations, terms, and conditions of the Grant Agreement.

This document and its contents are for use by the local project sponsor for bidding, contracting and coordination purposes. A separate Intergovernmental Grant Agreement between SMC and the local sponsor will be in place to ensure agreement to these compliance obligations.

In following:

- **Table 1: DCEO Grant compliance requirements**
- **Table 2: DCEO Grant payment documentation requirement**
- **Table 3: DCEO Grant closeout documentation requirement**
- **DCEO Documentation and reimbursement procedures**
- **DCEO Reimbursement policies**
- **Example language for bidding documents**
- **Template Forms**
 - **Business Enterprise Program (BEP) Goal**
 - **How to locate certified BEP vendors for your DCEO grant project**
 - **Good faith effort documentation checklist**
 - **DCEO BEP Utilization plan**
 - **Partial BEP waiver**
 - **Illinois Works Jobs Program Act apprenticeship initiative budget supplement for public works projects funded by state appropriated capital funds**
 - **Apprenticeship goal form**
 - **Request for waiver or reduction of public works project apprenticeship goal form**
 - **Sample AIS Step certifications for domestic iron and or steel**
 - **Bidder Certification Regarding the Use of American Iron and Steel Products**

The DCEO agreement requires project compliance with the following:

Table 1: DCEO GRANT COMPLIANCE REQUIREMENTS	
REQUIRED BY PROJECT OWNER AND CONTRACTOR	
a) Prevailing Wage Act Compliance	<p>The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the agreement and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.</p> <p>To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).</p>
b) Steel Products Procurement Act (30 ILCS 565/1 et seq.).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification of domestic iron and steel with shop drawing submittals.</p>
c) Domestic Preferences for Procurements.	<p>In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 3 and/or Bidder Certification Regarding the Use of American Iron and Steel Products form.. Include manufacturer/supplier certification with shop drawing submittals.</p>
d) Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105).	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.</p>

<p>e) Compliance with Business Enterprise Program.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.</p> <p>The Cumulative BEP for this funding is 28% of subproject grant award value for BEP firm designations: MBE/WMBE/WBE/WMBE (i.e. a project cost of \$2,750,000 will require \$770,000.00 in construction costs from BEP firms).</p> <p>To be documented by inclusion in bid solicitation, final contract, and closeout documentation Table 1, 2, and 3. To be documented with a Business Enterprise Program utilization plan, pay request waivers and final contractual paperwork. Contractor is required to submit a completed form with bid “Business Enterprise Program (BEP) Goal DCEO BEP Utilization Plan” Upon contract award by project owner, no modification of contractors BEP bid submittal is approved without input to SMC. Modification of subcontractor lists specific to BEP compliance will need to be presented to SMC for review and approval. All modification requests will need to include a summary of reasons and proposed alternative firms and/or subcontract values that contract proposes to meet BEP percentages.</p>
<p>f) Compliance with Illinois Works Jobs Program Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre- apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.</p>

<p>g) Compliance with the Employment of Illinois Workers on Public Works Act.</p>	<p>In a period of excessive unemployment rates, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.</p> <p>To be documented per bid solicitation, contract, and final contractual paperwork and completed. Contractor is required to submit a completed form with bid "State of Illinois, Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds." Goal is 10%</p>
<p>h) Illinois Works Review Panel.</p>	<p>For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).</p>
<p>i) Clean Air Act and Clean Water Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).</p>
<p>j) Historic Preservation Act (20 ILCS 3420/1 et seq.).</p>	<p>The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).</p>

<p>k) Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1)</p>	<p>No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.</p>
<p>l) Illinois Endangered Species Protection Act [520 ILCS 10/11], the Illinois Natural Areas Preservation Act [525 ILCS 30/17], Interagency Wetland Policy Act Title 17 Illinois Administrative Code Part 1075 and Title 17 Illinois Administrative Code Part 1090.</p>	<p>PROJECT OWNER AND CONTRACTOR:</p> <ul style="list-style-type: none"> - If tree clearing is necessary, removing trees will occur between November 1st and March 31st to avoid impacts to bats and birds. - Good housekeeping practices should be implemented and maintained during and after construction to prevent trash and other debris from inadvertently blowing or washing into nearby natural areas. - Soil erosion and sediment control BMPs should be implemented and properly maintained. - Wildlife friendly plastic-free blanket should be used to prevent the entanglement of native wildlife where practicable. - This agreement does not serve as permission to take any listed or endangered species. As a reminder, no take of an endangered species is permitted without an Incidental Take Authorization or the required permits. Anyone who takes a listed or endangered species without an Incidental Take Authorization or required permit may be subject to criminal and/or civil penalties pursuant to the Illinois Endangered Species Act, the Fish and Aquatic Life Act, the Wildlife Code and other applicable authority. - All equipment, including but not limited to boots, tools, equipment, tires, and treads, should be cleaned of all debris prior to entry of the project area, where feasible. Equipment should be power washed off-site, where feasible, to remove exotic/invasive seed or propagules. - Should any herbicide use be required for construction or operation, wind speed and direction should be carefully monitored, in order to avoid herbicide drift. - Projects near and/or adjacent to Illinois Natural Areas Inventory (INAI) sites - Parking and staging in areas adjacent to the INAI site should also be avoided. - Fencing and signage clearly delineating access limits and/or boundaries of INAI site. <p>PROJECT OWNER</p> <ul style="list-style-type: none"> - A long-term invasive species management program should be implemented to avoid the spread of invasive species.
<p>a) Anti-Discrimination.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).</p>
<p>b) Bid Rigging.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).</p>
<p>c) Bribery.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.</p>

<p>d) Criminal Convictions.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that: Neither it nor a managerial agent of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and (for non-governmental Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and only, this includes any officer, director or partner of Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and receives over \$10 million in total federal Financial Assistance, during the period of this Award, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.</p>
<p>e) Debt to State.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.</p>
<p>f) Debarment.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).</p>
<p>g) Discriminatory Club Dues or Fees.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).</p>
<p>h) Drug-Free Workplace.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is not an individual, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is an individual and this Agreement is valued at more than \$5,000, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies it will not</p>

<p>i) Equal Pay Act of 2003 (820 ILCS 112 et seq.).</p>	<p>If the Contractor has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Contractor pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Contractor to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.</p>
<p>j) Gift Ban.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.</p>
<p>k) Health Insurance Portability and Accountability Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must maintain, for a minimum of six (6) years, all protected health information.</p>
<p>l) International Boycott.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).</p>
<p>m) Lien Waivers.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Funds to contractors and subcontractors.</p> <p>To be documented by inclusion in bid solicitation, final contract, and included information per pay request (Table 2).</p>

<p>n) Lobbying.</p>	<ol style="list-style-type: none"> 1. Improper Influence. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable. 2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions. 3. Lobbying Costs. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs. 4. Procurement Lobbying. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity. 5. Subawards. Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and must forward all disclosures by contractors regarding this certification to Grantor. 6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
<p>o) Non-procurement Debarment and Suspension.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.</p>
<p>p) Pro-Children Act.</p>	<p>Parties to this agreement must comply with all applicable provisions of State and federal laws and regulations pertaining to the following and certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).</p>

<p>q) Sexual Harassment.</p>	<p>Parties to this agreement certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantee upon request.</p>
<p>r) Victims' Economic Security and Safety Act (820 ILCS 180 et seq.).</p>	<p>If the Contractor has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Contractor is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Contractor to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Contractor is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.</p>

Table 2: DCEO GRANT PAYMENT DOCUMENTATION REQUIREMENT
CONTRACTOR PAY REQUESTS (this table does not address project owner specific requirements)
The following will all be required to be provided to SMC per project owner payment request:
1. Pay Application, including all quantities to date and approved payment values.
2. Certified Payrolls (Illinois Public Act 94-0515)
3. Contractor's Affidavits/Lien Waivers (partial(s) and final).
4. BEP Partial Waiver/ Final Waiver per applicable prime and/or subcontractor
5. Also to be included per pay request an Excel file of quantities included in pay request per bid cost schedule.

Table 3: DCEO GRANT CLOSEOUT DOCUMENTATION REQUIREMENT	
PROJECT OWNER, ENGINEER AND CONTRACTOR (this table does not address project owner specific requirements)	
The following will all be required to be provided in PDF file format to SMC prior to final payment by grant:	
1. Final Overall Project Schedule	7. Copy of all construction contracts funded by grant. Applicable contracts include design engineering, construction engineering, construction, as reimbursed by grant.
2. Photo Documentation (Before, During, Final)	8. Operations And Maintenance Plan
3. All Final Contract Waivers and DCEO BEP waivers	9. Maintenance/Warranty Bond
4. Copy of approved As-built Plans	10. Final Approved Shop Drawings. All materials comprised of iron and steel will require certification that material is domestically sourced from manufacturer and or supplier.
5. Copy of all Project Permits	11. Completed Illinois Works Program Act Forms of goal percentage meet and/or waiver for not meeting percentage.
6. PDF copies of all Project Easements	

DCEO DOCUMENTATION AND REIMBURSEMENT PROCEDURES

A. CONTRACT REQUIREMENTS WITH LOCAL PARTNERS

- An executed Intergovernmental Agreement is completed before DCEO Grant Funds are requested for reimbursement.
- Local Project Expense Match is due to SMC by IGA defined date.
- A completed and DCEO approved Business Enterprise Program (BEP) Goal DCEO BEP Utilization Plan

B. CRITICAL PATH ITEMS FOR PROJECT DOCUMENTATION

1. Design Engineering and Bid Documents Completed
 - a. Confirmation that bid documents have included **DCEO GRANT COMPLIANCE ITEMS**
 - b. **10-Day Notification to SMC (DCEO) prior to Issuing Public Announcement for bid solicitation.**
2. Advertise Project for Bid
 - a. Provide a bid advertisement period that is satisfactory for prime contractors needing to secure **MBE/WMBE/WBE/WMBE** subcontractors.
 - b. Submit the following items to SMC for records:
 - i. Proof of Publication of Bid Advertisement
 - ii. Bid Package (plans and specifications)
 - iii. Any Addendums
 - iv. Engineers Estimate
 - v. All Project Permits
 - vi. Any applicable easements obtained for the project
3. Project Bid Opening
 - a. Upon bid opening and review of bid results submit to SMC (DECO) the Business Enterprise Program (BEP-UP) Goal DCEO BEP Utilization Plan, the typical review is 10–14-day review period. BEP-UP is required for DCEO to review and approve BEP Utilization Plan for construction reimbursement, BEP-UP's that do not meet goal of 28% may fall outside typical review period and require additional coordination. Recommendation **to project owners is to wait for DCEO BEP-UP approval prior to recommendation of award.** *See DCEO reimbursement policies
4. Project Award
5. Notice to Proceed
 - a. Executed Contract Documents
6. Quarterly Pay Requests
 - a. Quarterly pay requests are due to SMC by the 1st of each month prior to report due date.
Reporting Dates:
 - 01/30/2025, ROUND 2 PPR/PFR Covering Period of 11/01/2024 - 12/31/2024
 - 04/30/2025, ROUND 2 PPR/PFR Covering Period of 01/01/2025 - 03/31/2025
 - 07/30/2025, ROUND 2 PPR/PFR Covering Period of 04/01/2025 - 06/30/2025
 - 10/30/2025, ROUND 2 PPR/PFR Covering Period of 07/01/2025 - 09/30/2025
 - 01/30/2026, ROUND 2 PPR/PFR Covering Period of 10/01/2025 - 12/31/2025
 - 04/30/2026, ROUND 2 PPR/PFR Covering Period of 01/01/2026 - 03/31/2026

- 07/30/2026, ROUND 2 PPR/PFR Covering Period of 04/01/2026 - 06/30/2026
 - 10/30/2026, ROUND 2 PPR/PFR Covering Period of 07/01/2026 - 09/30/2026
 - 11/30/2026, ROUND 2 PPR/PFR Covering Period of 10/01/2026 - 10/31/2026
- b. Pay requests need to comply with Table 2.
 - c. Each Pay Request should clearly list the pay items that have been recommended for payment within each pay period, and what has been completed to date.
7. DCEO Reimbursement
- a. SMC will complete DCEO Reimbursement Request Forms (Periodic Financial Report and Periodic Performance Report).
 - b. Upon DCEO approval of Periodic Financial Report and Periodic Performance Report, SMC will process reimbursements to local sponsors.
 - i. SMC will provide a template invoice to project owner.
8. Project closeout

DCEO REIMBURSEMENT POLICIES

1. DCEO will administer Lake County's DCEO reimbursement of Grant Funds as each Project's BEP Utilization Plan is submitted/approved if each individual project's BEP-UP demonstrates that 28% of construction funding will be contracted to firms certified as MBE, WMBE, WBE, and or WMBE, as opposed to waiting until all 16 BEP Utilization Plans have been approved.
2. DCEO noted that until all 16 BEP Utilization Plans have been submitted and approved the following criteria is being administered by DCEO:
 - a. *"We will only approve the utilization plan if each subproject meets the BEP Goals of 28% Overall is meet with MBE, WMBE, WBE, WMBE."*
3. Therefore, should the subproject not meet the BEP goals, the project may not be eligible for reimbursement until all 16 projects have their BEP Utilization Plans submitted and approved by DCEO. Therefore, subprojects that do not demonstrate that 28% of construction funding will be contracted to firms certified as MBE, WMBE, WBE, and or WMBE will not be reimbursed until all grant funded projects have been completed.

EXAMPLE LANGUAGE FOR BIDDING DOCUMENTS

The following **EXAMPLE LANGUAGE** has been included for reference based on language received from DCEO Grant Manager.

1. UTILIZATION GOALS OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

Funding for the Project is required to comply with the State of Illinois Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Project shall maintain compliance with the BEP Utilization Plan and shall comply with all reporting requirements.

Responsible bidders must contract a minimum of 28% of the project or grant contract value to firms certified as MBE, WMBE, WBE, and or WMBE. There is no specific percentage per individual minority or female certified vendors but rather an overall percentage.

Only MBE/WBE contractors/subcontractors/suppliers certified through the State of Illinois' Illinois Commission on Equity and Inclusion's (CEI) Business Enterprise Program (BEP) can count toward meeting the 28% BEP utilization goals for this project. All MBE/WBE registered and/or certified vendors must be identified within the State of IL BEP Supplier Diversity Management Portal website database:

<https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>

A "minority business enterprise" (MBE) is defined as a business concern that is: (1) at least 51% owned, managed and controlled by one or more minority individuals, or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more minority individuals; (2) managed and directed by one or more of the minority OWNERS on a daily basis; and, (3) is certified as such by a certifying entity. The ownership interest must be real and continuous and not created solely to meet the MBE goals of this project.

A "women's business enterprise" (WBE) is defined as a business concern that is: (1) at least 51% owned, managed, operated and controlled by one or more women, or, in the case of publicly owned business, at least 51% of the stock is owned by one or more women; (2) managed and directed by one or more of the women owners on a daily basis; and, (3) is certified as such by a certifying entity. The ownership interest must be real and continuous and not created solely to meet the WBE goals of this project.

2. COMPLIANCE WITH ILLINOIS WORKS JOBS PROGRAM ACT

Contractor must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Contractor will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Contractor must submit a Budget Supplement Form (available on the Illinois Department of Commerce and Economic Opportunity website) to SMC within ninety (90) days of the execution of this Contract. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Contractor is permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Contractor must ensure compliance for the life of the entire project and will be required to report on and certify its compliance.



STORMWATER MANAGEMENT COMMISSION

TEMPLATE FORMS

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

The administration of this contract requires documentation and compliance with the State of Illinois' Central Management Services' (CMS') Business Enterprise Program (30 ILCS 575/0.01 *et seq.*) and the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriate Capital Funds (30 ILCS 559/20-20 to 20-25) which is the responsibility of the CONTRACTOR.

The following **TEMPLATE FORMS** have been included for reference. Documentation requirements are subject to change based on Project Funding.

Business Enterprise Program (BEP) Goal

1. HOW TO LOCATE CERTIFIED BEP VENDORS FOR YOUR DCEO GRANT PROJECT
2. GOOD FAITH EFFORT DOCUMENTATION CHECKLIST
3. DCEO BEP UTILIZATION PLAN
4. PARTIAL BEP WAIVER (Pre-filled form template to be provided by SMC upon DCEO BEP UP approval)

Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement for Public Works Projects Funded by State Appropriated Capital Funds

1. Apprenticeship Goal Form
2. Request for Waiver or Reduction of Public Works Project Apprenticeship Goal Form

Sample AIS Step Certifications for domestic iron and or steel

Bidder Certification Regarding the Use of American Iron and Steel Products

Business Enterprise Program (BEP) Goal

HOW TO LOCATE CERTIFIED BEP VENDORS FOR YOUR DCEO GRANT PROJECT

- Visit <https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>
- Click in the “NIGP Codes” box and type in a keyword description of the kind of work you are looking to hire. One or more codes with short descriptions of work will appear. “Add” the codes that match the work you are looking for.
 - For instance, if your grant project requires excavation, you can type “excavation” in the search box, and Code 91244 “Excavation Services” will appear. Click Add, and your search will be narrowed to BEP certified businesses who perform excavation.
- Click in the fourth box “Certification Type” and select Minority Business Enterprise (MBE), Persons with Disability Business Enterprise (PBE), Women Business Enterprise (WBE), and Women/Minority Business Enterprise (WMBE). These are the business enterprise categories that qualify for BEP.
- Scroll down to the “Location” section. Here you will use the “Distance Search” of Zip Code. Input the zip code in which the project is taking place, and then from the drop-down menu select a distance to search. We recommend within 50 miles.
 - If you are doing a distance search, it is very important that you not fill out any other part of the location information. If you input a city, the search will default to only business enterprises located within the city. This will greatly restrict your vendor search.
- Scroll down to the “I’m not a robot” box and click it. You may have to do a picture test. Once that is complete, click the green “Search” button.
 - A list of BEP vendors, certified as Minority Business Enterprise (MBE), Persons with Disabilities Business Enterprise (PBE), Women Business Enterprise (WBE), and/or Women/Minority Business Enterprise (WMBE) matched to the Commodity Codes you added, and within the distance parameter, will appear.
 - You can then click on the business’ name and get details on the business including contact information for soliciting bids.
- If you want to do a general search of all BEP certified vendors in your area, regardless of work performed, just skip adding NIGP Codes and search only by location: city or distance from zip code.
 - A list of businesses will appear, and you can click on the business’ name for details on that business including contact information and the work it performs (classified by the NIGP code).
- You can also use the “Business Name/DBA” box to search specific businesses in your area to determine if they are state certified BEP.

Business Enterprise Program (BEP) Goal**GOOD FAITH EFFORT DOCUMENTATION CHECKLIST**

When submitting a request for a waiver of goals, the following documentation showing the grantee's good faith effort to utilize minority and women business enterprises (MBE/WBE) **must** be included:

- 1) All information indicating why the specified goal cannot be met.
- 2) A list of all MBE/WBE firms the grantee has used in the current and prior fiscal years, if available.
- 3) A list of all certified MBE/WBE firms eligible to perform the work, if available. Only certified eligible firms identified by State of IL BEP Supplier Diversity Management Portal website database will be accepted.
- 4) A clear determination that the number of certified MBE/WBE firms eligible to perform the work is insufficient to ensure adequate competition.
- 5) Demonstrated proof that the MBE/WBE firms' prices were excessive or unreasonable, if available.
- 6) A list of all MBE/WBE firms contacted, including documentation from those firms. Documentation shall include, when applicable:
 - a. A log of telephone contact including date and time of call, telephone number, name of person called, and the outcome of the call;
 - b. Copies of written or electronic email correspondence showing the date, postal or email address, name of person contacted, and subsequent correspondence that reflects the outcome.
- 7) Copies of all solicitation letters or electronic email correspondence to MBE/WBE firms. Letters shall contain, at a minimum:
 - a. Project title and location;
 - b. Classification of work items for which quotations are requested;
 - c. Date, time, and place quotations are due; and
 - d. Returnable acknowledgment of the solicitation.
- 8) All other evidence of good faith efforts made by the grantee to secure eligible MBE/WBE firms to meet the specified goal including documentation that demonstrates the following:
 - a. A reasonable number of MBE/WBE firms were contacted.
 - b. The work selected by the grantee for allocation to MBE/WBE firms was selected in order to increase the likelihood of achieving the specified goal.
 - c. The grantee negotiated, in good faith, with the potential MBE/WBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited, if available.
 - d. The MBE/WBE firms were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities, if available.
 - e. The grantee engaged with Fair Employment Practices (FEP) staff for assistance in its efforts to achieve the specified participation.
- 9) All actions taken to solicit MBE/WBE firms both pre-bid opening date and post-bid opening date.
- 10) A revised BEP Utilization Plan if the MBE/WBE participation increases.
- 11) Other relevant information in support of the waiver request.
- 12) Ensure the bid advertisement timeframe is satisfactory for BEP firm solicitation.

FEP will consider all evidence of good faith efforts made by the grantee to secure eligible MBE/WBE firms to meet the specified goal, including, but not limited to, whether diligent efforts were made to identify and solicit eligible MBE/WBE businesses.

Business Enterprise Program (BEP) Goal

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: robert@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 28 % 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

1/21/2025

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: Semper Fi Yard Services, Inc.
Address: 1215 Deer Street Yorkville, IL 60560
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:
Semper Fi Yard Services, Inc is self-performing this project and will meet the DCEO Grant requirements

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

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.

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: _____
Address: _____
Phone: _____ FEIN # _____

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:

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

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.

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: _____

Address: _____

Phone: _____ FEIN # _____

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:

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

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

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

State of Illinois
GRANT REQUIREMENTS FOR
MINORITY/WOMEN BUSINESS PARTICIPATION

PARTIAL

WAIVER OF LIEN TO DATE
Waiver of Lien No. ____

STATE OF _____)
COUNTY OF _____)**

TO WHOM IT MAY CONCERN:
Whereas the undersigned has been employed by: _____

To furnish for the premise known as: _____ Project: _____
CDB Project No.: _____

of which the State of Illinois, acting through: _____ (Grantee Name), is the owner.

The undersigned, for and in consideration of _____ (\$ _____) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our _____ hand and seal
this _____ day of _____

(Company Name)

(Affix Corporate Seal Here)

(Signature)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: _____ (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

WAIVER OF LIEN PROCEDURES

Definitions:

CONTRACTOR. Contractor is the individual, partnership, firm, corporation, or other business entity entering into the Contract to perform the Work under the Contract Documents and is identified as such in the Owner-Contractor Agreement.

SUBCONTRACTOR. Subcontractor is a party having a direct contract with the Contractor to perform any of the Work.

SUB-SUBCONTRACTOR. Sub-Subcontractor is a party having a direct or indirect contract with a Subcontractor to perform any of the Work.

SUPPLIER. Supplier is a party having a direct contract with the Contractor, Subcontractor, or Sub-subcontractor to furnish material or equipment for the Work.

Partial Lien Waivers:

1. The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's Final Declaration (CDB Form CFD).
2. Final lien waivers in the full amount of their contracts from all subcontractor and suppliers for which final lien waivers have not previously been submitted.

Use of CDB Waiver Forms

All waivers shall be submitted on CDB Forms. On special request, when the use of CDB's form will result in the Contractor's inability to obtain a waiver, the project manager may allow the use of an alternate form.

Corporate seal is not a required element.

IMPORTANT NOTICE
DISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.

§

**STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS¹**

BIDDER Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part D) are known; and (2) the prevailing wage classifications and estimated hours are known **(only required if the estimated total project costs are over \$500,000)**. See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.

Part I. Organization and Project Information

Organization Name Click or tap here to enter text.	NOFO Number (if known) Click or tap here to enter text.
Grant Number (if known) Click or tap here to enter text.	Grant Term (if known) Click or tap here to enter text.
Project Description Click or tap here to enter text.	
Estimated Total Project Cost Click or tap here to enter text.	Estimated Project Term Click or tap here to enter text.

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more:** Yes
 No
 If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

¹ For grants with an estimated total project cost of \$500,000 or more, the bidder will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2, as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost: Yes No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than \$500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost: Yes No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II: the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for both the State appropriated capital funds and the remainder of the project in Part C.) the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for only the State appropriated capital funds in Part C.) the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

Will fully comply with the 10% apprenticeship goal.

Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

Part IV. Organization Certification and State Agency Acknowledgement

1. Organization Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Click or tap here to enter text.
Institution/Organization Name:

Click or tap here to enter text.
Title (Executive Director or equivalent):

Click or tap here to enter text.
Printed Name (Executive Director or equivalent):

Click or tap here to enter text.
Date

Signature (Executive Director or equivalent):

2. State Agency Acknowledgement:

Click or tap here to enter text.
State Agency

Click or tap here to enter text.
Title

Click or tap here to enter text.
Printed Name

Click or tap here to enter text.
Date

Signature

State Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at CEO.IL.Works@illinois.gov. If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.



Illinois
Department of Commerce
& Economic Opportunity
JB Pritzker, Governor

Illinois Works Jobs Program Act

Request for Waiver or Reduction of Public Works Project Apprenticeship Goals
(30 ILCS 559/20-20(b); 14 Ill. Admin. Code 680.40)

Submit the completed form and all supporting documents to your State Agency issuing the Contract/ Grant/Loan for review and make their recommendation to Illinois Works for final evaluation.

Requestor Information

Requesting Entity Name

Requesting Entity's Roll in Project (e.g., grantee, contractor, subcontractor)

Requestor Name

Requestor Phone #

Requestor Email

Date Submitted

Project Information

(Please submit the State contract or grant agreement if it has been executed, or all application materials if the contract or grant agreement has not yet been issued.)

Is the requestor seeking or receiving a State contract for this project? (Y/N)

Is the requestor seeking or receiving a State grant for this project? (Y/N)

State Agency issuing Contract or Grant

Contract or Grant Number(s) (if known)

Project Name (optional)

Project Description (include a description of both the contract or grant and the larger project, if applicable)

Project Location (city and county)

Total Estimated Project Cost*
(Cost of the overall project including amounts awarded through the contract or grant. Please submit all documentation supporting the total estimated project cost.)

Total Contract or Grant Amount Awarded, or Requested from State Agency, if Award decision not yet made.

Percentage of State appropriated capital funds contribution through contract or grant of the total estimated cost of the overall project.

Apprenticeship Goal Waiver or Reduction Information

What is the apprenticeship goal based on the total estimated project cost and the State's contribution? Please check one box only. (See Budget Supplement Form Part III.A.)
Is a goal waiver and/or goal reduction being requested? (Please check all boxes that are applicable.)

the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

waiver reduction

Specify the Basis for the Request (Please check all boxes that are applicable.)

Insufficient apprentices are available.

The reasonable and necessary requirements of the contract or grant do not allow the goal to be met.

There is a disproportionately high ratio of material costs to labor hours that makes meeting the goal infeasible.

Apprentice labor hour goals conflict with existing requirements, including federal requirements, in connection with the public work.

Explanation of the basis for this request. (Please provide details explaining the need for the request, including a description of the specific waiver and/or reduction being requested, plus submit all documents that support the request.)

*The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs.

Statute(s) or rule(s) that support the request. (if applicable)

Has the requesting entity received a reduction or waiver on other projects? If yes, please list the applicable contracts or grants and the waivers or reductions received and the dates they were received.

Apprenticeship Goal Waiver or Reduction Requested

Directions: Complete the applicable chart, below to demonstrate the apprenticeship goals the requesting entity is seeking for each prevailing wage classification.

- a. For projects for which the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project, complete chart “A” and provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project.

- b. For projects for which the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds, complete chart “B” and provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds.

Prevailing wage classifications and rates can be found from the Illinois Department of Labor. Please visit <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> for rate and classification information.

A. Apprenticeship Goals for Entire Project (complete if goal applies to entire project)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)	E. Source of Funds

B. State-Funded Grant Apprenticeship Goals (complete if goal applies only to State appropriated capital funds)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)

Entity Certification:

By signing this form, I certify to the best of my knowledge and belief that the form is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s) or contract(s).

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date

For State Agency Use:

The State Agency has reviewed the request for a reduction and/or waiver of the apprenticeship goal and any supporting documentation submitted and recommends as follows:

Approve request.

Deny request.

Approve request in part and deny in part.

Additional information requested.

Public hearing is recommended prior to a determination (30 ILCS 559/20-20(b); 14 Ill. Admin Code 680.40(b)).

State Agency Explanation for Recommendation (Must be completed by State Agency. Please note if the State Agency has applied for or received a goal deviation for a federal construction program (14 Ill. Admin Code 680.70) and the deviation number, if one was granted):

State Agency

Title

Printed Name

E-mail address

Signature

Date

The State Agency should submit the completed form and documents to the Department of Commerce and Economic Opportunity at CEO.IL.Works@illinois.gov.

For Department of Commerce and Economic Opportunity Use:

Determination:

Request Approved.

Request Denied.

Request approved in part and denied in part (*See* explanation and modified goals chart(s) below).

Additional Information Requested. *See* comments below.

Public hearing is required prior to a determination (30 ILCS 559/20-20(b); 14 Ill. Admin Code 680.40(b)). The Department of Commerce and Economic Opportunity will provide additional information on the public hearing.

Additional comments:

Kristine A. Richards, Acting Director
Department of Commerce and Economic Opportunity

Date

Apprenticeship goal waiver or reduction approved as modified, below (completed by the Department of Commerce and Economic Opportunity)

A. Apprenticeship Goals for Entire Project (complete if goal applies to entire project)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)	E. Source of Funds

B. State-Funded Grant Apprenticeship Goals (complete if goal applies only to State appropriated capital funds)

County

A. Prevailing Wage Classification	B. Estimated Total Hours	C. % Goal for Apprenticeship Hours for Classification	D. Estimated Apprenticeship Hours (multiply columns B & C)

Entity acceptance of modified goals approved by the Department of Commerce and Economic Opportunity

By signing below, I agree to the modified apprenticeship goals as indicated in the chart above for the contract or grant award(s) listed herein.

Institution/Organization Name:

Title (Executive Director or equivalent):

Printed Name (Executive Director or equivalent):

Date

Signature (Executive Director or equivalent):

Sample AIS Step Certification for manufacturing or fabricating of Steel Products Procurement (Domestic Steel) per (30 ILCS 565 et. seq.)

The following information is provided as a sample letter of AIS Step Certification for AIS compliance. Documentation must be provided on company letterhead.

Date _____

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (_____)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.).

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Date: _____

Sample AIS Step Certification by manufacturer of products and/or materials shipped/provided of Steel Products Procurement (Domestic Steel) per (30 ILCS 565 et. seq.)

The following information is provided as a sample letter of AIS Step Certification for AIS compliance. Documentation must be provided on company letterhead.

Date _____

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project
(_____)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in Steel Products Procurement (Domestic Steel) (30 ILCS 565 et. seq.).

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative:

Date: _____

**Bidder Certification Regarding the Use of
American Iron and Steel Products**

_____, Do hereby certify that:
Name

1. I am _____ (title) of the _____ (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
3. This firm hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act iron and steel products used for this project must be produced in the United States.
4. This firm is aware that the use of American iron and steel products applies to all project contracts for construction, reconstruction, repair, improvement or maintenance of public works under this Award.
5. This firm understands the term "iron and steel products" refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
6. I am aware that this requirement applies to all portions of this project that are also subcontracted.
7. I am aware that as the prime contractor on this project that all manufactures and/or suppliers of iron and steel materials providing materials for use on this project will need to provide a letter or certificate stating certification of materials meeting these domestic sourcing requirements.

NAME OF FIRM: _____

SIGNATURE: _____

DATE: _____

Domestic Preferences for Procurements

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

§ 200.322 Domestic preferences for procurements (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322>)

State Revolving Fund American Iron and Steel (AIS) Requirement- AIS Legal Authority

(<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement#legal>)

Steel Products Procurement Act (30 ILCS 565/1 et seq.)

The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=548&ChapterID=7>

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Vernon Hills

Stormwater Management Commission Lake County, IL

Christopher B. Burke Engineering, LTD.

Rubino Engineers, Inc.

White Deer Run Golf Club (Heritage Golf Group)

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

CONTRACTOR CERTIFICATION

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Project: Seavey Ditch Restoration
NPDES Permit No.: ILR10

Semper Fi Landscaping, Inc.
Name of Contracting Firm

Roberto R Velazquez, President
Printed Name & Title


Contractor's Signature

1215 Deer Street
Street Address

Yorkville, IL 60560
City, State, Zip Code

630-518-8484
Phone Number

Trade/Responsibilities

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2025-024

AN ORDINANCE AWARDING THE SEAVEY DITCH AND LAKE CHARLES
RESTORATION PLAN TO SEMPER FI LAND, INC. FOR \$1,941,206.00

THE 18th DAY OF FEBRUARY 2025

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
18th day of February, 2025

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2025-024 AN ORDINANCE AWARDING THE SEAVEY DITCH AND LAKE CHARLES RESTORATION PLAN TO SEMPER FI LAND, INC. FOR \$1,941,206.00 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM FEBRUARY 18, 2025 TO MARCH 4, 2025.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF FEBRUARY 2025



Notary Public

