

PROPOSAL SUBMITTED BY:

ML & L EXCAVATING, INC.

Contractor's Name

751 DUNCAW DR.

Street

AURORA

IL

P.O. Box

60506

City

State

Zip Code



CITY OF AURORA  
KANE, DUPAGE, KENDALL, & WILL COUNTIES  
STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR  
**2019 WATER & SEWER DIVISION EMERGENCY REPAIR  
PROGRAM**  
Bid 18-69

**AURORA, ILLINOIS**

*Bids Due*  
*November 14, 2018*

PREPARED BY  
CITY OF AURORA  
DIVISION of ENGINEERING  
44 EAST DOWNER PLACE  
AURORA, ILLINOIS 60507

2018

# PROPOSAL

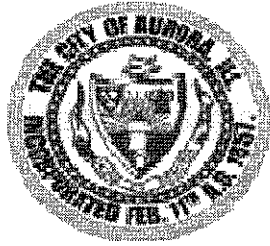
TO: THE HONORABLE MAYOR AND CITY COUNCIL  
CITY OF AURORA  
44 EAST DOWNER PLACE  
AURORA, ILLINOIS 60507

1. Proposal of ML & L EXCAVATING, INC.  
for the improvement known as the **2019 Water & Sewer Division Emergency Repair Program, Bid 18-69.**
2. The plans and specifications for the proposed improvements are those prepared by the City of Aurora Engineering Department and approved by the City Council of Aurora, Illinois.
3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any person, firm, or corporation.
4. The undersigned further declares that he has carefully examined the proposals, plans, specifications, form of contract and contract bond, and special provisions, if any, and that he has inspected in detail the site of the proposed work and that he has familiarized himself with all of the local conditions affecting the contract and detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
5. The undersigned further understands and agrees that if the proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction and to do all of the work and to furnish all of the materials and labor required.
6. The undersigned declares that he understands that the quantities mentioned are approximate only, and that they are subject to increase or decrease; that he will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the schedule of prices contained herein.
7. The undersigned agrees that the unit prices submitted herewith are for the purpose of establishing an approved list for the performance of each individual designated item of work for which the City of Aurora reserves the right to select any Contractor for any individual item based not solely upon low bid item price, but also on ability to perform said work in a timely and efficient manner.
8. The undersigned agrees that if the City decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased, at the contract unit prices without claim for profits lost as a result of any work or items eliminated by the City of Aurora.
9. The undersigned agrees that the Engineer may, at any time during the progress of the work covered by this contract, order other work or materials incidental thereto, and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus ten percent (10%), the actual cost to be determined as provided for in the specifications.
10. The undersigned further agrees to execute a contract prescribed by the City in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract within fifteen (15) days of after notice of award of the contract.
11. The undersigned further agrees to begin work not later than ten (10) calendar days after the execution or by the date stated within the contract documents and approval of the contract and ~~contract bond~~,

unless otherwise provided, and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract.

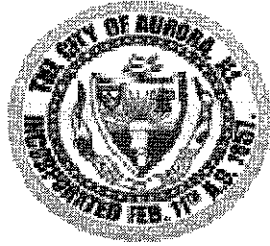
12. The undersigned agrees to complete the work within the time stipulated in the Special Provisions.
13. All work shall be completed to the satisfaction of the Engineer by the above dates unless the Engineer in accordance with the specifications grants additional time. In case of failure to complete the work within the time named herein, or within such extra time as may have been allowed by extensions, the undersigned agrees that the City shall withhold from such sums as may be due him under the terms of the contract the liquidated damages as set forth in the Standard Specifications, which costs shall be considered and treated not as a penalty, but as damages due the Municipality from the undersigned by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
14. The undersigned submits herewith his schedule of prices covering the work to be performed under this contract, he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular or non-responsive.
15. The undersigned agrees to conform to Section 100 of the Standard Specifications and to Article 107.27 of that section indemnifying and saving harmless the City of Aurora and its officers, agents, and employees. The Contractor shall provide insurance with limits as stated in the Article 6.7 of the *City of Aurora - General Specifications*.
16. The City of Aurora reserves the right to reject any or all of the bids and to waive any and all irregularities and technicalities.
17. The undersigned of this proposal agrees that he or she has examined all sections of this Proposal, Specifications, and Bidding Documents and hereby understands and accepts the provisions for access, or the lack of access, to the construction site and shall claim no compensation other than the prices as bid for this condition of accessibility.
18. The undersigned further agrees that the unit prices submitted herewith are for the complete item constructed, including all labor, equipment, material and other necessary incidental work.
19. The undersigned agrees to indemnifying and saving harmless the City of Aurora, its officers, agents, employees, and servants by filing with the City, prior to the execution of the contract, copies of completed Certificates of Insurance satisfactory to the City, with the City of Aurora named as co-insured; automobile liability insurance covering owned, non-owned, and hired vehicles with limits of liability as stated in the City of Aurora - General Specifications Article 6.7.
20. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the City of Aurora that he has been previously engaged in the quality construction of improvements of the same character as the one herein specified, and that he has the necessary facilities, equipment, experience, and ability and pecuniary resources to fulfill the conditions of the contract.
21. No contract will be awarded to any bidder where that bidder or any principal or supervisory personnel of the bidder has been personally involved with another business that has been delinquent or unfaithful in any former contract with the City or where that bidder or any supervisory personnel of the bidder has been personally involved with another business that is a defaulter as surety or otherwise upon obligation to the City.
22. The entire set of specifications shall be submitted with each proposal.

23. **The City of Aurora has a local preference ordinance that would apply to this contract.** O18-070 approved August 28, 2018 defines "Local business" to mean a vendor or contractor who has a valid, verifiable physical business address located within the corporate boundaries of the City of Aurora at least twelve months prior to a bid or proposal opening date, from which the vendor, contractor or consultant operates or performs business on a daily basis, including manufacturing production or distribution. The business must disclose the percentage of workforce in the City of Aurora; be registered with the City of Aurora, if applicable; be subject to City of Aurora taxes (inclusive of sales taxes); be current with property tax payments and sales tax payments; not have any outside cited code violations; not have any outstanding debts to the City of Aurora; have adequately qualified and trained staff to service the bid of interest.
24. The undersigned submits herewith this **Schedule of Prices** covering the work to be performed under this contract:



**Schedule of Prices**  
**2019 Sanitary Sewer Repair**  
**Pay Items**  
**Bid 18-69**

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1	6" Non-shear mission coupling	EACH	70
2	8" Non-shear mission coupling	EACH	95
3	10" Non-shear mission coupling	EACH	105
4	12" Non-shear mission coupling	EACH	140
5	14" Non-shear mission coupling	EACH	220
6	6" SDR-26 PVC	LF	5
7	8" SDR-26 PVC	LF	7
8	10" SDR-26 PVC	LF	13
9	12" SDR-26 PVC	LF	18
10	14" SDR-26 PVC	LF	25
11	Pavement Sawcutting	LF	0
12	Pavement Removal & Disposal	CY	35
13	Spoil Disposal	CY	25
14	CA-7	TON	26
15	CA-6	TON	24
16	Equipment Operator (Straight Time, 1)	HOUR	125
17	Equipment Operator (Overtime, 1.5)	HOUR	175
18	Equipment Operator (Overtime, 2)	HOUR	215
19	Laborer (Straight Time, 1)	HOUR	105
20	Laborer (Overtime, 1.5)	HOUR	150
21	Laborer (Overtime, 2)	HOUR	195
22	Teamster (Straight Time, 1)	HOUR	95
23	Teamster (Overtime, 1.5)	HOUR	135
24	Teamster (Overtime, 2)	HOUR	185
25	Rubber Tire Excavator	HOUR	75
26	Track Mounted Excavator	HOUR	90
27	Rubber Tire Loader	HOUR	75
28	Skid Steer	HOUR	60
29	6 Wheel Dump	HOUR	40
30	Semi	HOUR	50
31	Lowboy	HOUR	75



Schedule of Prices  
2019 Sanitary Sewer Repair  
Pay Items  
Bid 18-69

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
32	Utility Truck w/ Tools	HOUR	35
33	Plate Compactor	DAY	100
34	Trench Box	DAY	700
35	Air Compressor	DAY	300
36	Arrowboard	DAY	300
37	Barricades, Type 2 w/Steady Burn Lights	DAY	15
38	Advanced Warning Signs	DAY	40
39	Flagger	HOUR	100
40	Mobilization	ALLOWANCE	\$ 1,000.00



**Schedule of Prices  
2019 Water Main Repair  
Pay Items  
Bid 18-69**

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
1	4" Stainless Steel Repair Clamp, 12"	EACH	180
2	6" Stainless Steel Repair Clamp, 12"	EACH	210
3	8" Stainless Steel Repair Clamp, 12"	EACH	250
4	10" Stainless Steel Repair Clamp, 12"	EACH	315
5	12" Stainless Steel Repair Clamp, 12"	EACH	375
6	14" Stainless Steel Repair Clamp, 12"	EACH	600
7	16" Stainless Steel Repair Clamp, 12"	EACH	650
8	4" Ductile Iron MJ Sleeve	EACH	210
9	6" Ductile Iron MJ Sleeve	EACH	295
10	8" Ductile Iron MJ Sleeve	EACH	375
11	10" Ductile Iron MJ Sleeve	EACH	475
12	12" Ductile Iron MJ Sleeve	EACH	700
13	14" Ductile Iron MJ Sleeve	EACH	1100
14	16" Ductile Iron MJ Sleeve	EACH	1250
15	4" Ductile Iron Pipe	LF	26
16	6" Ductile Iron Pipe	LF	35
17	8" Ductile Iron Pipe	LF	37
18	10" Ductile Iron Pipe	LF	40
19	12" Ductile Iron Pipe	LF	45
20	14" Ductile Iron Pipe	LF	60
21	16" Ductile Iron Pipe	LF	70
22	4" MJ Resilient Wedge Gate Valve	EACH	700
23	6" MJ Resilient Wedge Gate Valve	EACH	800
24	8" MJ Resilient Wedge Gate Valve	EACH	1100
25	10" MJ Resilient Wedge Gate Valve	EACH	1600
26	12" MJ Resilient Wedge Gate Valve	EACH	1900
27	14" MJ Butterfly Valve	EACH	2000
28	16" MJ Butterfly Valve	EACH	2300
29	1" corporation stop	EACH	60
30	1.5" corporation stop	EACH	140
31	2" corporation stop	EACH	250



**Schedule of Prices**  
**2019 Water Main Repair**  
**Pay Items**  
**Bid 18-69**

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
32	1" curb stop	EACH	105
33	1.5" curb stop	EACH	215
34	2" curb stop	EACH	250
35	1" coupling	EACH	40
36	1.5" coupling	EACH	95
37	2" coupling	EACH	125
38	1" Lead Pack Coupling	EACH	90
39	1.5" Lead Pack Coupling	EACH	100
40	2" Lead Pack Coupling	EACH	200
41	1" copper	EACH	8
42	1.5" copper	EACH	12
43	2" copper	EACH	16
44	4' Diameter Valve Vault w/ Fr & Lid	EACH	1600
45	Pavement Sawcutting	LF	5
46	Pavement Removal & Disposal	CY	20
47	Spoil Disposal	CY	28
48	CA-7	TON	27
49	CA-6	TON	23
50	Equipment Operator (Straight Time, 1)	HOUR	125
51	Equipment Operator (Overtime, 1.5)	HOUR	175
52	Equipment Operator (Overtime, 2)	HOUR	215
53	Laborer (Straight Time, 1)	HOUR	105
54	Laborer (Overtime, 1.5)	HOUR	150
55	Laborer (Overtime, 2)	HOUR	195
56	Teamster (Straight Time, 1)	HOUR	95
57	Teamster (Overtime, 1.5)	HOUR	135
58	Teamster (Overtime, 2)	HOUR	185
59	Rubber Tire Excavator	HOUR	75
60	Track Mounted Excavator	HOUR	90
61	Rubber Tire Loader	HOUR	75
62	Skid Steer	HOUR	60





Schedule of Prices  
2019 Water Main Repair  
Pay Items  
Bid 18-69

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
63	6 Wheel Dump	HOUR	40
64	Semi	HOUR	50
65	Lowboy	HOUR	75
66	Utility Truck w/ Tools	HOUR	35
67	Plate Compactor	DAY	100
68	Trench Box	DAY	700
69	Air Compressor	DAY	300
70	Arrowboard	DAY	300
71	Barricades, Type 2 w/Steady Burn Lights	DAY	15
72	Advanced Warning Signs	DAY	40
73	Flagger	HOUR	100
74	Mobilization	ALLOWANCE	\$ 1,000.00



**Schedule of Prices  
2019 Public Improvement  
Repair Pay Items  
Bid 18-69**

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
1	6" PVC SDR-26, DEPTH = 5' or < 5'	LF	60
2	8" PVC SDR-26, DEPTH = 5' or < 5'	LF	70
3	10" PVC SDR-26, DEPTH = 5' or < 5'	LF	80
4	12" PVC SDR-26, DEPTH = 5' or < 5'	LF	90
5	6" PVC SDR-26 > 5'	LF	70
6	8" PVC SDR-26 > 5'	LF	80
7	10" PVC SDR-26 > 5'	LF	90
8	12" PVC SDR-26 > 5'	LF	100
9	4" ADS PERFORATED UNDERDRAIN	LF	35
10	6" ADS PERFORATED UNDERDRAIN	LF	40
11	8" ADS PERFORATED UNDERDRAIN	LF	45
12	12" ADS PERFORATED UNDERDRAIN	LF	55
13	12" RCP, DEPTH = 5' or < 5'	LF	90
14	15" RCP, DEPTH = 5' or < 5'	LF	105
15	18" RCP, DEPTH = 5' or < 5'	LF	120
16	21" RCP, DEPTH = 5' or < 5'	LF	130
17	24" RCP, DEPTH = 5' or < 5'	LF	190
18	30" RCP, DEPTH = 5' or < 5'	LF	210
19	36" RCP, DEPTH = 5' or < 5'	LF	230
20	42" RCP, DEPTH = 5' or < 5'	LF	280
21	12" RCP > 5'	LF	130
22	15" RCP > 5'	LF	150
23	18" RCP > 5'	LF	160
24	21" RCP > 5'	LF	220
25	24" RCP > 5'	LF	240
26	30" RCP > 5'	LF	270
27	36" RCP > 5'	LF	310
28	42" RCP > 5'	LF	400
29	48" RCP > 5'	LF	500
30	54" RCP > 5'	LF	1200
31	60" RCP > 5'	LF	1400
32	12" RCP FLARED END SECTION	EACH	1200
33	15" RCP FLARED END SECTION	EACH	1500



**Schedule of Prices  
2019 Public Improvement  
Repair Pay Items  
Bid 18-69**

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
34	18" RCP FLARED END SECTION	EACH	1800
35	21" RCP FLARED END SECTION	EACH	2100
36	24" RCP FLARED END SECTION	EACH	2400
37	30" RCP FLARED END SECTION	EACH	3200
38	36" RCP FLARED END SECTION	EACH	3600
39	42" RCP FLARED END SECTION	EACH	4400
40	48" RCP FLARED END SECTION	EACH	5000
41	54" RCP FLARED END SECTION	EACH	5500
42	60" RCP FLARED END SECTION	EACH	6500
43	6" WATER MAIN (D.I.P.CL 52 w/poly)	LF	90
44	8" WATER MAIN (D.I.P.CL 52 w/poly)	LF	110
45	10" WATER MAIN (D.I.P.CL 52 w/poly)	LF	135
46	12" WATER MAIN (D.I.P.CL 52 w/poly)	LF	165
47	16" WATER MAIN (D.I.P.CL 52 w/poly)	LF	200
48	M.H. TY A 4' DIAMETER	VF	450
49	M.H. TY A 5' DIAMETER	VF	550
50	M.H. TY A 6' DIAMETER	VF	650
51	INLET TY A 2' DIAMETER	VF	350
52	C.B. TY C 3' DIAMETER	VF	300
53	C.B. TY C 4' DIAMETER	VF	400
54	TY 1 FR. CLOSED LID	EACH	400
55	TY 1 FR. OPEN LID	EACH	400
56	TY 8 FR. BEEHIVE	EACH	350
57	TY 11 CURB FRAM	EACH	450
58	6" GATE VALVE w/VALVE BOX	EACH	1400
59	8" GATE VALVE w/VALVE BOX	EACH	1900
60	10" GATE VALVE w/VALVE BOX	EACH	2200
61	12" GATE VALVE w/VALVE BOX	EACH	2700
62	6" GATE VALVE w/VALVE VAULT	EACH	3500
63	8" GATE VALVE w/VALVE VAULT	EACH	4000
64	10" GATE VALVE w/VALVE VAULT	EACH	5000
65	12" GATE VALVE w/VALVE VAULT	EACH	6000
66	16" GATE VALVE w/VALVE VAULT	EACH	7000



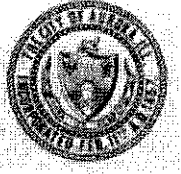
**Schedule of Prices  
2019 Public Improvement  
Repair Pay Items  
Bid 18-69**

Item #	Description	Unit	Unit Price
67	FITTINGS	LB	9
68	1" SERVICE CONNECTION (near side)	EACH	3000
69	1" SERVICE CONNECTION (far side)	EACH	5000
70	FIRE HYDRANT ASSEMBLY	EACH	6000
71	FIRE HYDRANT RELOCATE	EACH	3500
72	WATER MAIN RELOCATE 4"	LF	250
73	WATER MAIN RELOCATE 6"	LF	350
74	WATER MAIN RELOCATE 8"	LF	450
75	WATER MAIN RELOCATE 10"	LF	550
76	WATER MAIN RELOCATE 12"	LF	650
77	WATER MAIN RELOCATE 16"	LF	750
78	DIRECTIONAL BORING 1"	LF	150
79	DIRECTIONAL BORING 2"	LF	250
80	DIRECTIONAL BORING 3"	LF	350
81	DIRECTIONAL BORING 4"	LF	450
82	DIRECTIONAL BORING 6"	LF	650
83	DIRECTIONAL BORING 8"	LF	850
84	DOMESTIC WATER SERVICE ADJUST	LF	100
85	SANITARY SEWER ADJ 8" OR LESS	LF	300
86	SANITARY SEWER ADJ OVER 8"	LF	500
87	SAN. SERVICE WYE INSTALLATION	EACH	1000
88	STRUCTURE TAP	EACH	1200
89	PIPE TAP	EACH	500
90	TRENCH BACKFILL	TONS	25
91	PCC DRVWY PVMT. REMOVAL	SY	35
92	PCC DRVWY PVMT. REPLACEMENT 6"	SY	110
93	PCC SIDEWALK REMOVAL	SF	5
94	PCC SIDEWALK REPLACEMENT 5"	SF	10
95	CURB & GUTTER REMOVAL	LF	20
96	CURB & GUTTER REPLACEMENT	LF	30
97	BIT. PVMT REMOVAL	SY	15
98	BIT. DRIVEWAY REPLACEMENT 2"	SY	75
99	BIT. PVMT PATCHING 4"	SY	170



**Schedule of Prices  
2019 Public Improvement  
Repair Pay Items  
Bid 18-69**

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
100	BIT PVMT PATCHING 6"	SY	190
101	BIT CONC. BINDER COURSE	TONS	150
102	BIT. CONC. SURFACE COURSE	TONS	150
103	8" SANITARY SEWER LINING	LF	170
104	10" SANITARY SEWER LINING	LF	210
105	12" SANITARY SEWER LINING	LF	250
106	TOPSOIL PLACEMENT AND PREP.	SY	30
107	SEEDING - AURORA MIX	SY	15
108	SPECIAL WASTE DISPOSAL	TONS	200
109	NON-SPECIAL WASTE DISPOSAL	TONS	30
110	TEMPORARY STAGING	CY	35
111	ARROWBOARD	DAY	300
112	BARRICADES, TYPE 2 W/STEADY BURN LIGHTS	DAY	15
113	ADVANCED WARNING SIGNS	DAY	40
114	FLAGGER	HOUR	100
115	MOBILIZATION	LS	4000



**Signatures**

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed by \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name ML&L Excavating, Inc

Signed By Michael Jimenez  
President

Business Address 751 DUNCAN DR

Aurora, IL 60506

President Michael Jimenez

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: Adam Jimenez  
Secretary



**BIDDER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O18-054, adopted on June 26, 2018.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit with our bid, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.

H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME ML & L Excavating Inc

ADDRESS 751 DUNCAN DR.

CITY/STATE/ZIP CODE AURORA, IL 60506

NAME OF CORPORATE/COMPANY OFFICIAL MICHAEL JIMENEZ

PLEASE TYPE OR PRINT CLEARLY

TITLE PRESIDENT

AUTHORIZED OFFICIAL SIGNATURE *[Signature]*

DATE 11-14-2018

TELEPHONE (630) 844-3132

FAX No. (630) 844-3510

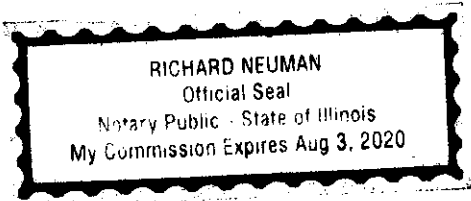
Subscribed and Sworn to

Before me this 14<sup>th</sup> day

of November, 2018

*[Signature]*

Notary Public



# Apprenticeship or Training Program Certification

Return with Bid

**All contractors are required to complete the following certification:**

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

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

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

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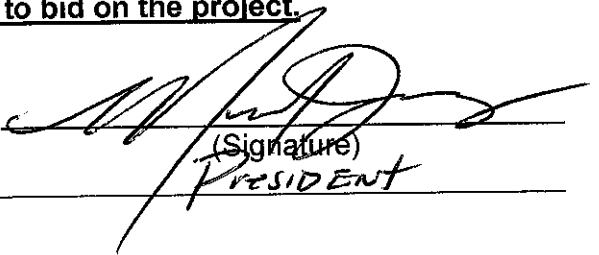


VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check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

Michael Jimenez - President  
Adam Jimenez - Vice President  
LOCAL 150 - Operating Engineers

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

Bidder: ML & L EXCAVATING, INC  
Address: 751 DUNCAN DR. AURORA, IL  
60506

By:   
(Signature)  
Title: PRESIDENT

STATE OF ILLINOIS)

County of Kane )

ss.

**BIDDER'S TAX CERTIFICATION**

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

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

DATED this 14 day of NOVEMBER, 2018.

By \_\_\_\_\_  
(Signature of Bidder's Executing Officer)

Michael Jimenez

(Print name of Bidder's Executing Officer)

PRESIDENT

(Title)

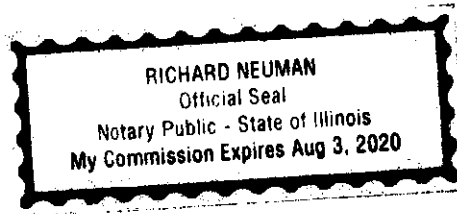
ATTEST/WITNESS:

By [Signature]  
Title Pres.

Subscribed and sworn to before me this 14<sup>th</sup> day of November, 2018.

[Signature]  
Notary Public

(SEAL)





## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

- 1) Date Submitted: 11-14-18
- 2) Name of Business: ML&L EXCAVATING, Inc
- 3) Address of Local Office: 751 DUNCAN DR.
- 4) City, State, Zip: Aurora, IL 60506
- 5) Company's Web Address: \_\_\_\_\_
- 6) Phone: 630 844-3132 Fax: 630 844-3510
- 7) County your Local Business is Located In: KANE

Submitted By (Signature):

Print Name and Title:

Email Address:

Michael Jimenez  
MICHAEL JIMENEZ - PRESIDENT  
mlexcavating @ comcast.net

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

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

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

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

**Return completed application, with all required backup documentation to:  
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507  
Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)**

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

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

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_  
Initials: \_\_\_\_\_

**B18-69  
2019 Water & Sewer Division Emergency Repair Program  
Bid opening – November 14, 2018**

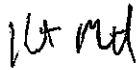
**ADDENDUM NO. 1  
Page 1 of 1**

**TO: All Bidders**  
**FROM: Engineering Division, City of Aurora**  
**DATE: November 13, 2018**

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

1. None of the potential bonds listed in the proposal document (Payment, Performance, and/or Bid) will not be required as part of this 2019 Water & Sewer Division Emergency Repair Program bid package.

Sincerely,



Kurt Muth, P.E.  
Professional Engineer  
City of Aurora Engineering Division

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY FILLING OUT THE FOLLOWING AND SENDING AN ORIGINAL OR FAX COPY OF THIS SHEET TO THE CITY OF AURORA ENGINEERING DIVISION AT 630/256-3229 OR PREFERRABLY BY E-MAIL AT [kmuth@aurora-il.org](mailto:kmuth@aurora-il.org) IMMEDIATELY UPON RECEIPT.**

**COMPANY NAME** ML&L EXCAVATING, INC

**SIGNATURE OF COMPANY REPRESENTATIVE** 