

PROPOSAL SUBMITTED BY:

ML&L Excavating, Inc

Contractor's Name

751 Duncan Dr.

Street

Aurora

City

P.O. Box

60506

IL

State

Zip Code



CITY OF AURORA

KANE, DUPAGE, KENDALL, & WILL COUNTIES

STATE OF ILLINOIS

PROPOSAL AND SPECIFICATIONS FOR

2022 WATER & SEWER DIVISION EMERGENCY REPAIR PROGRAM

Bid 21-71

AURORA, ILLINOIS

Bids Due

October 27, 2021

PREPARED BY

CITY OF AURORA

DIVISION of ENGINEERING

77 S. BROADWAY AVENUE

AURORA, ILLINOIS 60505

2021

PROPOSAL

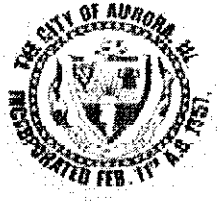
TO: THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF AURORA
44 EAST DOWNER PLACE
AURORA, ILLINOIS 60507

1. Proposal of ML&L Excavating, Inc.
for the improvement known as the **2022 Water & Sewer Division Emergency Repair Program, Bid 21-71.**
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 and amended with ordinance O20-029 approved April 28, 2020 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
2022 Emergency Water Main Repair
Schedule of Prices
Bid 21-71

Item #	Description	Unit	Unit Price
1	4" Stainless Steel Repair Clamp, 12"	EACH	175
2	6" Stainless Steel Repair Clamp, 12"	EACH	245
3	8" Stainless Steel Repair Clamp, 12"	EACH	300
4	10" Stainless Steel Repair Clamp, 12"	EACH	350
5	12" Stainless Steel Repair Clamp, 12"	EACH	400
6	14" Stainless Steel Repair Clamp, 12"	EACH	500
7	16" Stainless Steel Repair Clamp, 12"	EACH	700
8	4" Ductile Iron MJ Sleeve	EACH	200
9	6" Ductile Iron MJ Sleeve	EACH	250
10	8" Ductile Iron MJ Sleeve	EACH	400
11	10" Ductile Iron MJ Sleeve	EACH	450
12	12" Ductile Iron MJ Sleeve	EACH	500
13	14" Ductile Iron MJ Sleeve	EACH	700
14	16" Ductile Iron MJ Sleeve	EACH	800
15	4" Ductile Iron Pipe	LF	10
16	6" Ductile Iron Pipe	LF	15
17	8" Ductile Iron Pipe	LF	20
18	10" Ductile Iron Pipe	LF	25
19	12" Ductile Iron Pipe	LF	30
20	14" Ductile Iron Pipe	LF	40
21	16" Ductile Iron Pipe	LF	50
22	4" MJ Resilient Wedge Gate Valve	EACH	500
23	6" MJ Resilient Wedge Gate Valve	EACH	700
24	8" MJ Resilient Wedge Gate Valve	EACH	800
25	10" MJ Resilient Wedge Gate Valve	EACH	1000
26	12" MJ Resilient Wedge Gate Valve	EACH	1200
27	14" MJ Butterfly Valve	EACH	1400
28	16" MJ Butterfly Valve	EACH	1600
29	6" Insertion Valve	EACH	1200



Schedule of Prices
2022 Emergency Water Main Repair
Schedule of Prices
Bid 21-71

Item #	Description	Unit	Unit Price
30	8" Insertion Valve	EACH	1600
31	10" Insertion Valve	EACH	2000
32	12" Insertion Valve	EACH	2400
33	1" corporation stop	EACH	90
34	1.5" corporation stop	EACH	260
35	2" corporation stop	EACH	290
36	1" curb stop	EACH	85
37	1.5" curb stop	EACH	240
38	2" curb stop	EACH	325
39	1" coupling	EACH	130
40	1.5" coupling	EACH	200
41	2" coupling	EACH	225
42	1" Lead Pack Coupling	EACH	120
43	1.5" Lead Pack Coupling	EACH	200
44	2" Lead Pack Coupling	EACH	275
45	1" copper	EACH	10
46	1.5" copper	EACH	12
47	2" copper	EACH	20
48	4' Diameter Valve Vault w/ Fr & Lid	EACH	1400
49	Pavement Sawcutting	LF	5
50	Pavement Removal & Disposal	CY	50
51	Spoil Disposal	CY	40
52	CA-7	TON	35
53	CA-6	TON	30
54	Equipment Operator (Straight Time, 1)	HOUR	125
55	Equipment Operator (Overtime, 1.5)	HOUR	180
56	Equipment Operator (Overtime, 2)	HOUR	235
57	Laborer (Straight Time, 1)	HOUR	110
58	Laborer (Overtime, 1.5)	HOUR	160



Schedule of Prices
2022 Emergency Water Main Repair
Schedule of Prices
Bid 21-71

Item #	Description	Unit	Unit Price
59	Laborer (Overtime, 2)	HOUR	210
60	Teamster (Straight Time, 1)	HOUR	110
61	Teamster (Overtime, 1.5)	HOUR	160
62	Teamster (Overtime, 2)	HOUR	210
63	Rubber Tire Excavator	HOUR	90
64	Track Mounted Excavator	HOUR	100
65	Rubber Tire Loader	HOUR	90
66	Skid Steer	HOUR	80
67	6 Wheel Dump	HOUR	70
68	Semi	HOUR	80
69	Lowboy	HOUR	70
70	Utility Truck w/ Tools	HOUR	45
71	Plate Compactor	DAY	125
72	Trench Box	DAY	800
73	Air Compressor	DAY	300
74	Arrowboard	DAY	250
75	Barricades, Type 2 w/Steady Burn Lights	DAY	25
76	Advanced Warning Signs	DAY	50
77	Flagger	HOUR	110
78	6" Insertion Valve	EACH	4000
79	8" Insertion Valve	EACH	5500
80	10" Insertion Valve	EACH	6500
81	12" Insertion Valve	EACH	7500
82	14" Insertion Valve	EACH	8000
83	6" Line Stop	EACH	4000
84	8" Line Stop	EACH	5500
85	10" Line Stop	EACH	6500
86	12" Line Stop	EACH	7500
87	14" Line Stop	EACH	8000
88	Mobilization	ALLOWANCE	\$ 1,000.00



Schedule of Prices
2022 Emergency Sanitary Sewer Repair
Schedule of Prices
Bid 21-71

<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	80
3	10" Non-shear mission coupling	EACH	90
4	12" Non-shear mission coupling	EACH	125
5	14" Non-shear mission coupling	EACH	230
6	6" SDR-26 PVC	LF	5
7	8" SDR-26 PVC	LF	8
8	10" SDR-26 PVC	LF	10
9	12" SDR-26 PVC	LF	15
10	14" SDR-26 PVC	LF	24
11	Pavement Sawcutting	LF	5
12	Pavement Removal & Disposal	CY	10
13	Spoil Disposal	CY	20
14	CA-7	TON	30
15	CA-6	TON	25
16	Equipment Operator (Straight Time, 1)	HOURL	125
17	Equipment Operator (Overtime, 1.5)	HOURL	180
18	Equipment Operator (Overtime, 2)	HOURL	235
19	Laborer (Straight Time, 1)	HOURL	110
20	Laborer (Overtime, 1.5)	HOURL	160
21	Laborer (Overtime, 2)	HOURL	210
22	Teamster (Straight Time, 1)	HOURL	110
23	Teamster (Overtime, 1.5)	HOURL	160
24	Teamster (Overtime, 2)	HOURL	210
25	Rubber Tire Excavator	HOURL	90
26	Track Mounted Excavator	HOURL	100
27	Rubber Tire Loader	HOURL	90
28	Skid Steer	HOURL	80
29	6 Wheel Dump	HOURL	70



Schedule of Prices
2022 Emergency Sanitary Sewer Repair
Schedule of Prices
Bid 21-71

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
30	Semi	HOUR	80
31	Lowboy	HOUR	70
32	Utility Truck w/ Tools	HOUR	45
33	Plate Compactor	DAY	125
34	Trench Box	DAY	8000
35	Air Compressor	DAY	300
36	Arrowboard	DAY	250
37	Barricades, Type 2 w/Steady Burn Lights	DAY	25
38	Advanced Warning Signs	DAY	50
39	Flagger	HOUR	110
40	Mobilization	ALLOWANCE	\$ 1,000.00



(If an individual)

Signatures

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed by _____

Business Address _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name ML&L Excavating, Inc

Signed By 

President

Business Address 751 Duncan Dr. Aurora, IL 60506

President Michael Jimenez

Secretary Cara Jimenez

Treasurer 

Attest: _____

Secretary



BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit 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.
- G. ~~I/We will abide by the "Illinois Preference Act" which requires contractors to use at least 90% Illinois laborers on all public works projects that receive State funds or funds administered by the State during a period of "excessive unemployment" (Employment of Illinois Workers on Public Works Act, 30 ILCS 570/).~~

COMPANY NAME 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 

DATE 10-27-2021

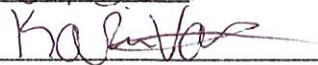
Subscribed and Sworn to

TELEPHONE (630) 844-3132

Before me this 27 day

FAX No. (630) 844-3510

of October, 2021


Notary Public



Apprenticeship or Training Program Certification

Return with Bid

All contractors are required to complete the following certification:

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

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

The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders 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.

International Union Of Operating Engineers

Laborers International Union Of North America

- 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

Cara Jimenez - Secretary

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

County of Kane)

BIDDER'S TAX CERTIFICATION

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

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

DATED this 27 day of October, 2021.

(Signature of Bidder's Executing Officer)

(Print name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

Title

Subscribed and sworn to before me this
27 day of October, 2021.

Notary Public

(SEAL)

