



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6653
Fax: (309) 508-7990

PROJECT PROPOSAL & CONTRACT

Project: Spray-In-Place Lining – 54” Outfall

Quote #: 241108-2

12/24/2024

City of Aurora

77 S Broadway
Aurora, IL 60507
Attn: Kurtis Muth
Email: muthk@aurora.il.us

HOERR CONSTRUCTION, INC. to Provide:

- Spray-In-Place Lining (SIPL) of a 54” sewer pipe located at 54 E Galena Blvd, Aurora, IL.
 - +\-87 Lineal Feet (LF) of rehab
 - Cleaning / Repair of pipe prior to rehab
 - 1.5” of geopolymer coating spray applied to interior of pipe
 - Basic signs and cones for traffic control
- Mobilization (1X) is included in pricing
- Work to be completed during normal work week, M-F daytime operations
- Certificate of insurance with Hoerr Construction’s standard coverages
- Certified payrolls, if required or requested
- Prices quoted are good for 30 days

City of Aurora to Provide:

- Water for cleaning operations
- Dump site for debris removed from structure (should be minimal)
- Access to manholes to include but not limited to the following:
 - All traffic control beyond flashing yellow lights, cones, and signs that are normally carried on Hoerr trucks
 - Access for truck-sized equipment to all manhole lids associated with rehab
- Any necessary bonds, permits, fees, association dues, special insurance coverage, surface restoration, erosion control, deflection testing, air testing, or staking
 - Standard performance and payment bond can be provided at 2% of total quote

Total Project Price:

- | | | |
|-------------------|---------------------|--------------------|
| • 54” Storm SIPL: | 87 LF @ \$975.00/LF | \$84,825.00 |
|-------------------|---------------------|--------------------|



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Thank you for the opportunity to quote this Spray-In-Place Lining (SIPL) project. If this proposal is accepted, regular payments to be made to Hoerr Construction, Inc. monthly as the work progresses, as billed, for the units that were installed. If a separate contract format is used, this document shall be included as an exhibit. This proposal may be retracted if not accepted within 30 days. If you have any questions, please call me at (309) 691-6653.



John P. Manijak
Hoerr Construction, Inc.

Acceptance of Proposal

The pricing, specifications, and conditions noted above and on the following pages of this proposal are agreeable and are accepted in full. By signing below, you have our authorization to complete the work as specified.

Customer Authorized Signature

Customer Printed Name

Acceptance Date



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GENERAL CONDITIONS

THESE GENERAL CONDITIONS ("General Conditions") are incorporated by reference into Contractor's Proposal (being the front page of this document). The services and work defined to be performed by Contractor in the attached proposal (the "Services") shall be governed by these General Conditions.

Section 1. CONTRACT DOCUMENTS.

To the extent of any conflict between or among the contract documents, the documents shall be interpreted in the following order: (1) Contractor's Proposal, (2) these General Conditions, and (3) any other document.

Section 2. LIENS AND LIEN WAIVERS.

a. Any lien waivers required of Contractor and/or its subcontractors/suppliers may be conditional lien waivers, effective only upon the receipt of the funds identified in the lien waiver and after the check has been properly endorsed and paid by the bank upon which it is drawn.

b. Customer shall promptly furnish to Contractor, at the request of Contractor, information necessary and relevant for Contractor to evaluate and perfect its lien rights, including, but not limited to, the legal description(s) of the site, the name address of the record owner of each parcel of the site and Customer's interest in each identified parcel.

Section 3. DELAYS.

Contractor shall not be responsible for any delay or failure to perform if such delay or failure is caused by an occurrence beyond Contractor's reasonable control, including, but not limited to, site conditions, hazardous wastes, Customer's breach of a term of this Agreement, including, but not limited to, failure to timely pay invoices in full, acts or omissions of Customer or anyone for whose acts or omissions Customer may be responsible, including, but not limited to, other Customer contractors, government or other regulatory orders, rules or decisions, changes in applicable law, war, terrorism, sabotage, riots or theft, labor shortages, material shortages, lockouts, embargoes or strikes, fire or explosion or flood, wind, rain, weather or other act of God. The time to complete the work shall be extended for a period of time at least equal to the delay caused by a foregoing event. Customer shall be liable to Contractor for any and all costs, expenses and damages incurred by Contractor that arise from or in any way relate to a foregoing event giving rise to the delay.

Section 4. CUSTOMER'S RESPONSIBILITIES.

a. If requested, Customer shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

b. Customer assumes full responsibility to ascertain that the site is properly zoned for the construction of the project and its intended use.

c. Customer shall disclose, to the extent known to Customer, the results and reports of prior tests, inspections or investigations conducted for the Services or relating to the site. Customer shall give prompt notice to Contractor whenever it becomes aware of any development, event or condition that materially or adversely affects the site or scope, timing or cost of the work.

d. Those services, information, surveys, reports and other information provided by Customer under this Section are of the essence of the Services and these General Conditions and Contractor shall be entitled to rely upon the accuracy and completeness thereof.

e. In the event Customer provides labor for Contractor in the performance of the Services, Customer will indemnify and hold harmless Contractor against any and all actual, threatened or alleged claims, citations, fines, forfeitures, penalties, liens, causes of actions, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees arising out of any damages or injuries related to the work performed by such laborers provided by Customer. Customer shall maintain insurance relating to the Customer's performance of any Services by Customer and shall also waive all rights of subrogation against Contractor arising out of the work under Contractor's Proposal and these General Conditions.

f. Both Contractor and Customer shall comply with all federal, state and local permits, laws, codes, ordinances, rules, decisions and regulations applicable to the Services or this agreement, including, but not limited to, such codes, ordinances, rules, decisions and regulations relating to labor, employment, prevailing wage, permit restrictions, job site safety and the environment. Both parties shall also comply with all specific safety requirements promulgated by any governmental authority, including, without limitation, the requirements of the Occupational Safety Health Act of 1970, inclusive, and all

successors and amendments thereto, and all standards and regulations that have been or shall be promulgated by the parties hereunder or agencies which administer such safety acts.

g. Operation and control of Customer's equipment shall be Customer's responsibility.

Section 5. INDEMNIFICATION.

a. Customer shall indemnify, defend and hold Contractor and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys' fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the site, the Services or the work, but only to the extent caused in whole or in part by Customer's breach of this Agreement or the negligence or willful acts or omissions of Customer or anyone for whose acts or omissions Customer may be liable, including, but not limited to, Customer's architect, engineer or any other contractor on the project.

b. Contractor shall indemnify, defend and hold Customer and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys' fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the work, but only to the extent caused by the negligent or willful acts or omissions of Contractor or anyone for whose acts or omissions Contractor may be liable.

Section 6. SITE CONDITIONS.

a. Contractor is not responsible for subsurface or concealed physical conditions at or around the site. If subsurface or physical conditions are encountered at the site that differ from those expressly indicated in the contract documents or are of an unusual nature that differ from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents, then notice by the observing party shall be given to the other party of such conditions. If such conditions increase the time to perform the work, then the time to complete the work will be equitably adjusted in a duration at least equal to the delay caused by such condition(s). If such conditions increase the cost to perform the work, then the contract price shall be equitably adjusted in an amount at least equal to the costs and expenses arising out of or relating to such condition(s).

b. Contractor is not responsible for any liability loss, or expense, including but not limited to damage caused by any pre-existing condition of the property, where the condition existed prior to the start of Contractor's Services. Customer shall be responsible for loss of equipment, caused by the pre-existing conditions of the job site.

Section 7. HAZARDOUS MATERIALS.

Any and all debris is represented by Customer to be non-hazardous and to require no manifesting or special permitting. Contractor is not responsible for hazardous wastes or material (as such terms are defined under federal law) that may exist at the site. Contractor assumes no possession or control for hazardous waste that may be present at the site. Customer acknowledges that Contractor has played no part in and assumes no responsibility for generation or creation of any hazardous waste that may exist at the site. Nothing in this Agreement shall be construed or interpreted as requiring Contractor to assume the status of, and Customer acknowledges that Contractor does not act in the capacity nor assume responsibilities of Customer or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any hazardous waste. Contractor shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated hazardous waste, whether directly or indirectly generated from Contractor's performance of the work. Customer shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests. Notwithstanding anything to the contrary in this Agreement, Customer shall defend, indemnify and hold Contractor and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of hazardous wastes at the site or the treatment, storage, transportation or disposition of the same.

Section 8. WAIVER OF CONSEQUENTIAL DAMAGES.

Customer and Contractor mutually waive against the other party any and all indirect, consequential and incidental damages arising out of or relating to the work or this Agreement, including a breach thereof.

Section 9. INSURANCE.

During the construction of any said project, Contractor and Customer agree to maintain insurance coverage covering the work for the Services and activity of each party.