

PROPOSAL FOR SERVICES

Prepared for:

Eric Standifer City of Montgomery, TX Montgomery - Montgomery ISD Road Washout

Prepared by: Robert Vera

Project Manager

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Eric,

URETEK USA, Inc. is pleased to present this proposal for our safe, non-intrusive, and long-lasting polymer repair solutions. URETEK pioneered and refined the polymer ground injection technology in use today. We have 30 years in the business and over 100,000 (and counting) successful projects to date.

Scope of Work:

City of Montgomery asked URETEK to go review site located at Montgomery High School Sports Complex Road (30390504, -95.716708). There are signs of settlement, voids and some road washout. URETEK believes the issue could've occurred naturally over time due to compaction issues.

The work areas are approximately 8' x 20' and 172' x 4' with a maximum of a 0in lift needed. URETEK will plan to prevent future settlement by injecting beneath the pavement to stabilize the soils, fill potential voids under road and around curbline. URETEK will profile the area to ensure proper drainage to the storm sewers. This quote is based on completing the location within 1 working day weather permitting.

URETEK USA hereby proposes to furnish, labor, materials and supervision, unless noted otherwise, to complete the scope of work described above. Changes to the Scope of Work such as an extension of repair area and/or unforeseen conditions will be performed via change order.

URETEK USA will notify you immediately upon discovery of any unforeseen conditions as URETEK USA will not proceed with any additional work without your prior written approval.

Construction Details:

URETEK will perform the following operations:

- Pavement Profile will be taken every 10 ft. in a longitudinal direction on edges and center of work area. Profile spots will be taken before and after injections and documented for review. During the procedure for void fill and/or pavement lifting, injections will be monitored by laser level, dial indicator, and/or string line.
- Production units will have mounted proportion pumps capable of maintaining proper polyurethane component material temperature, material pressure and proper mixing of component materials.
- Certified and calibrated Flow Meters will read injected material amounts of components ("A" + "B").



Proposed Cost:

URETEK 486 STAR (Lump Sum) 1 Lump Sum @ \$26,500.00/Lump Sum = \$26,500.00

Total Estimate: \$26,500.00

This pricing is valid for up to 30 days from the date of this proposal.

Changes to Scope of Work:

All change orders must be approved in writing and signed on behalf of URETEK and the project site representative.

Items not Included in Quote:

Traffic Control, Bonding/Bond Participation, Saw Cutting, Sales Tax, Joint/Crack Sealing, Milling of Existing Asphalt Wedges (if required)

Payment Terms:

If the agreement is by the pound, the client will only pay for product installed. Payment terms are net 30 unless the contract states differently.

BuyBoard National Purchasing Cooperative:

URETEK is able to accept purchase orders directly based on BuyBoard Contract #730-24 (<u>https://www.buyboard.com</u>).

Warranty:

URETEK will provide a two-year unconditional warranty against settlement of more than 1/2" in pavement structures that have been injected. In the unlikely event that movement of more than 1/2" occurs in the injected pavement structure, URETEK will return to inject the pavement structure to lift to proper grade at no charge to the owner. If traffic control is not included in this proposal, URETEK would require that any traffic control required to perform the warranty work be provided by the owner.

Any bonded project shall only provide a one-year warranty from the date of substantial completion. This shall not impact the URETEK two-year unconditional warranty described above.

This warranty shall be null if:

• The client does not perform joint repair and/or crack sealing after URETEK completes their work on the pavement.

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Concealed or Unknown Conditions:

It is the responsibility of the owner to provide as-built drawing and site condition information to URETEK before our crew gets on-site to work on a project for the owner. Site condition information includes, but is not limited to soil borings reports, pavement structure drawings, water table information, and architectural drawings of structures in the work area. If it is known that there is underground infrastructure: pipes, culverts, duct banks, conduit, etc. in the proposed work area, the owner must identify them prior to work being started. URETEK will be placing tubes into the ground and injecting a low viscosity liquid. While in the liquid phase, the polymer will flow to the weakest area it encounters. If there are cracked or disjointed pipes, culverts, duct banks, conduits, etc., the structure may be infiltrated and filled with polymer. Unless noted by the owner, URETEK will proceed under the assumption that all underground infrastructure is sound. URETEK will not be held responsible for any harm, damage, or costs to repair or replace said structures that are in disrepair or have open joints.

Indemnification & Hold Harmless:

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect, the Owner and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This indemnity includes if the Subcontractor or any of its agents, employees, suppliers, or lower-tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts, or similar items owned, leased, or under the control of the Contractor. The Subcontractor shall be entitled to reimbursement of any defense cost paid above Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnities.

Schedule:

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

Merit Shop Contractor:

URETEK USA, Inc. is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a contract in principle or a sub-contract, are set aside and not part of this proposal.