

PROPOSAL FOR SERVICES

Prepared for:

Manuel Parga

Town of Prosper, TX

Town of Prosper - Birdbath Locations - 25/11

Prepared by:

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Proposal date:

November 11, 2025

Manuel,

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:

The Town of Prosper has asked URETEK USA to evaluate 14 birdbath locations around town. For all of these location, we are expecting the overall void factor for the soils under the pavement to be roughly 20%. The CF calculation is a set amount that will be charged in full. URETEK will inject to void fill, lift where it is needed, and stabilize the panels at each location. We are expecting to complete this project in approximately 8 working days, weather permitting.

URETEK proposes to utilize our proprietary URETEK 486 STAR® hydro-insensitive polymer to densify the sub-grade and increase bearing capacity of the base soils. URETEK will drill injection holes on 4' centers. Inject the highly expansive, high strength, lightweight, Hydro - insensitive URETEK 486 STAR polymer through ports and into the area beneath the roadway. Since this polymer is hydro-insensitive, it can be injected into wet soil conditions without compromising the integrity of the polymer. Upon completion of the injections, URETEK will drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.

This work shall consist of soil densification to strengthen base and sub-base soils under the concrete by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths while monitoring for movement at the surface. In the locations where the roadway has settled, injection of material shall continue as needed to lift the pavement to grade, matching the panels, and improving the overall ride quality.

This problem can be addressed by utilizing the URETEK Deep Injection® (UDI) or the URETEK Method® process in conjunction with our URETEK 486 STAR® hydro-insensitive polymer.

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.
- For UDI, holes will be vertically drilled to a depth sufficient to penetrate below the pavement and into the subgrade. Injection tubes will be inserted to the required depth(s) determined by the DCP test results. The holes shall be sufficiently spaced to fill voids and realign the pavement.

- 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 (CF)

2,950 CF @ \$31.50/CF = \$92,925.00

Mobilization (Each)

1 Each @ \$3,500.00/Each = \$3,500.00

Total Estimate: \$96,425.00

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

Items not Included in Quote:

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

BuyBoard National Purchasing Cooperative:

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

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.

Operating Classification:

Primary NAICS:

237310 - Highway, Street, and Bridge Construction

Secondary NAICS:

237110 - Water and Sewer Line and Related Structures Construction

237990 - Railroad Construction & Other Heavy and Civil Engineering Construction

236118 - Remodeling Construction

236210 - Industrial Building Construction

236220 - Construction (including new work, additions, alterations, maintenance, and repairs) of Commercial and Institutional Buildings and Related Structures

238190 - Other Foundation, Structure, and Building Exterior Contractors

238990 - Specialized Trade and Site Preparation

Unique Entity Identifier (UEI) #: PRF6YC157PH5

DUNS #: 556910990

CAGE code: 1T9Y9

URETEK USA, Inc. is an Equal Opportunity Employer hiring minority, disadvantaged, disabled, and veteran personnel. URETEK can also help you achieve your DBE goals.

Unless otherwise agreed to between the parties, all work to be performed pursuant to this proposal shall be subject to the URETEK Terms and Conditions (Rev. 02/25 - pub).

The following agreement ("Agreement") sets forth the standard terms and conditions by which URETEK USA, Inc. ("URETEK") shall perform soil stabilization services (the "Work") for the undersigned ("Customer").

1. URETEK Responsibilities. URETEK shall perform the Work as described in the proposal to Customer attached hereto as Exhibit "A" (the "Proposal"), and such Work shall be performed in a good and workmanlike manner consistent with the level of care and skill exercised under similar conditions by competent members of the soil stabilization industry. No changes to the scope of Work provided for in the Proposal shall be effective without being expressly agreed upon in writing between Customer and URETEK. At all times during its performance of the Work, URETEK shall carry adequate liability insurance which shall include coverage for Commercial General Liability, Automobile Liability, Commercial Umbrella and Workman's Compensation.

2. Customer Acknowledgements. The Customer understands URETEK's soil stabilization process involves drilling holes through existing surfaces and/or the underlying concrete, asphalt or other foundation material, installing injection tubes, and injecting URETEK synthetic resins and polyurethane materials into the soil, which expand to fill voids and attempt to realign structures and slabs. The Customer acknowledges that attempts to stabilize, lift or fill voids beneath the structure may cause new damage in an effort to correct the settlement that has occurred, including without limitation, on, under or adjacent to the Work site: (i) damage to permanent fixtures, (ii) damage to electrical or telephone cables, drains, underground air vents and/or ducts, fire sprinklers, sewer and/or water lines, and (iii) damage to plants and vegetation. CUSTOMER IS AWARE OF SUCH POTENTIAL DAMAGE AND ACKNOWLEDGES THAT URETEK IS NOT RESPONSIBLE FOR THE AFOREMENTIONED DAMAGE RESULTING FROM THE WORK, AND HEREBY WAIVES ANY AND ALL CLAIMS CUSTOMER MAY HAVE AGAINST URETEK FOR ANY SUCH DAMAGE; PROVIDED HOWEVER, URETEK SHALL REMAIN RESPONSIBLE FOR DAMAGES

ARISING FROM ITS NEGLIGENT ACTS OR OMISSIONS IN ITS PERFORMANCE OF THE WORK, SUBJECT TO THE LIMITATIONS DESCRIBED HEREIN.

3. Customer Responsibilities. Prior to commencing the Work, Customer shall make any necessary Work site preparations, including without limitation, (i) providing adequate access to all Work sites, (ii) providing necessary Work authorizations and/or permits, (iii) providing traffic control, (iv) providing as-built drawings and detail on Work site conditions including without limitation soil borings reports, pavement structure drawings, water table information and architectural drawings of structures surrounding the Work site, (v) providing access to an adequate supply of water and electricity to the Work site (at Customer's expense), (vi) marking all underground utilities prior to the start of the Work utilizing a licensed underground locating service, (vii) testing the integrity of the drainage system underlying the Work site utilizing a licensed third party testing company (including without limitation, CCTV inspection and hydrostatic pressure testing), and (viii) any other activities as reasonably requested by URETEK. CUSTOMER ACKNOWLEDGES SUCH PREPARATIONS AND ACCEPTS ALL RESPONSIBILITY FOR ANY DAMAGE OR LOSS RESULTING FROM ITS FAILURE TO PREPARE THE WORK SITE AS REASONABLY REQUESTED BY URETEK. In the event that Customer does not perform any of the aforementioned Work site preparations, URETEK shall request Customer to acknowledge same by separate written document, which Customer agrees to execute. If Customer fails to adequately prepare the Work site and as a result, a re-mobilization of URETEK machinery, material or personnel is required, URETEK may charge Customer a remobilization fee equal to the actual remobilization expenses incurred by URETEK.

4. Warranty. With respect to the actual injection location area(s) which constitute the Work, URETEK shall provide a two (2) year express limited warranty that such locations shall not settle greater than 1/2" under typical conditions. During this two (2) year limited warranty period, if settlement greater than 1/2" under typical conditions occurs, URETEK shall re-perform the Work at no additional cost. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, CUSTOMER AGREES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE BY URETEK CONCERNING THE WORK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, URETEK HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL IMPLIED WARRANTIES RELATING THE WORK, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The warranty described herein shall be null and void if, during the two (2) year period after the Work is completed, (i) the Work site is modified with additional load bearing improvements, (ii) the Work site is affected by an earthquake, flood, extreme drought, or other Act of God, (iii) underground facilities or swimming pools are installed adjacent to the Work site, (iv) settlement occurs below or adjacent to the actual injection location(s), (v) settlement results from underground leaks, or (vi) the Customer fails to perform joint repair and/or crack sealing subsequent to the Work being performed. The warranty is fully transferable subject to the two (2) year warranty period.

5. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIABILITY OF EITHER PARTY OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COST OF THE WORK. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR ATTORNEY'S FEES ARISING OUT OF OR IN ANY WAY RELATED TO THE WORK.

6. Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, (I) URETEK SHALL INDEMNIFY AND HOLD HARMLESS THE CUSTOMER, THE CUSTOMER'S OTHER SUBCONTRACTORS, THE OWNER OF THE WORK SITE, AND EACH OF THEIR AGENTS, CONSULTANTS AND EMPLOYEES (COLLECTIVELY, THE "CUSTOMER INDEMNITEES") FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE ARISING FROM THE URETEK WORK, INCLUDING REASONABLE ATTORNEY'S FEES, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF URETEK, URETEK'S SUBCONTRACTOR'S, OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY EITHER OF THEM, AND (II) CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS URETEK AND URETEK'S AGENTS, CONSULTANTS AND EMPLOYEES (COLLECTIVELY, THE "URETEK INDEMNITEES") FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CUSTOMER OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY CUSTOMER.

7. Payment Terms. All amounts due hereunder shall be payable by Customer upon completion of the Work. All amounts due hereunder shall include all applicable state and local sales and use taxes unless Customer provides URETEK acceptable proof of exemption(s). To the extent applicable, Customer will be solely responsible for any additional costs due to any requirements regarding prevailing wage, labor union rules and/or labor, certified payroll, bonding, or applicable taxes not known by URETEK prior to the Proposal.

8. Governing Law; Binding Arbitration. The laws of the State in which the Work is to be performed shall govern the interpretation, construction, and effect of this Agreement. All disputes arising out of or in any way related to this Agreement or the Work shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's Construction Industry Arbitration Rules and Mediation Procedures.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable provision or portion thereof. In the event any provision is deleted or amended, the remaining provisions shall remain in full force and effect.

10. Media. With respect to all photos and video of the Work which may be taken, URETEK shall have the right to use, publish and reproduce same for all purposes in all media, including without limitation, television, the internet and social media. Further, URETEK shall have the right to exhibit, distribute, promote, and advertise all photos and video of the Work in all forms of print and digital media.

11. Entire Agreement. This Agreement and the Proposal constitute the entire agreement between Customer and URETEK with respect to the Work and supersedes any and all previous oral or written agreements between the parties hereto.