

PROPOSAL FOR SERVICES

Prepared for:

Jordan Grace, P.E.
City of Broken Arrow
Tiger Hill Tank Void Fill

Prepared by:

Craig Stumpff
Project Manager

URETEK USA, Inc.

(402) 677-1596

cstumpff@uretekusa.com

www.uretekusa.com

Proposal date:

May 9, 2025

Jordan,

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 city of Broken Arrow has a water tank at Tiger Hill (36.059449, -95.781208) and during rehabilitation voids along the inside floor of perimeter were discovered. The area presents with visual voids from cut holes in ¼" steel floor and from visual settlement of steel floor along inside perimeter. Contractor and City reports the area impacted appears to be related to current tank structure being built upon abandoned smaller tank structure. The area of visual impact and reported by contractor and City is along the inside perimeter of approx. 265' and from inside wall towards center approximately 6'-7' (to the underground previous tank structure). The approximate area to be void filled and lift ¼" steel floor as able is approximate 1,600 sq.ft. injection plan area. Contractor and City estimated 12" void present throughout area. See drawings with representation and injection area on the last two pages of this document.

This work shall consist of soil densification to strengthen base and sub-base soils under ¼" Steel tank floor, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the floor through pre-opened holes (created by City/Contractor) with injection tubes inserted into holes (two rows zipper 4' center pattern) at locations marked when crew onsite with -4' depths while monitoring for movement at the surface. Injecting at -4' and lifting subgrade up filling subsurface voids will minimize lifting of the floor and minimize welding temperature impact.

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

Construction Details:

URETEK will perform the following operations:

- If required, Dynamic Cone Penetrometer (DCP) tests at locations chosen by the URETEK Supervisor will be executed. DCP tests will be used to confirm existing subgrade and/or foundation soil conditions, to locate voids, and to assist in determining or confirming injection depth(s). This plan will include depths, spacing, and pattern for all injections. If testing shows additional injection levels are needed, the URETEK Project Manager will get approval from the client prior to proceeding.
- Steel floor 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 filling and/or steel floor lifting, injections will be monitored by laser level, dial indicator, and/or string line.

- For injection holes URETEK is looking for City/Contractor to make minimum ¾" holes after URETEK Crew markup in steel floor. Then the City/Contractor will repair injection holes as needed for water tank use.
- UDI would be sufficient depth to penetrate below the steel floor 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 attempt to realign the steel floor.
- 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:

OMES 0721 State Contract pricing

URETEK Star 486 Polymer Void Fill and Stabilization

7,500 LB (Deep Injection or "Soil Densification" 0'- 4')

at \$5.10/LB = \$38,250.00

URETEK Star 486 Polymer

5,000 LB (Contingency for Unknown Conditions)

at \$5.10/LB = \$ 25,500

Total Estimate: \$ 63,750.00

This pricing is valid for City/Contractor creating injection holes.

Items not Included in Quote:

Bonding/Bond Participation, Certified Payroll/Prevailing Wages, Injection Holes Opening and Closing, Sales Tax or Local Licensing, Locating of subsurface utilities and infrastructure

Schedule:

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate a crew to immediately mobilize and complete work as soon as approved.

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).

By its signature below and Initials on Each Page, Customer acknowledges and accepts the terms and conditions herein and is Notice to Proceed for URETEK USA.

Customer Signature

Authorized Signatory
URETEK USA, Inc.

Customer Name

Date

Address

Telephone

Email Address

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.

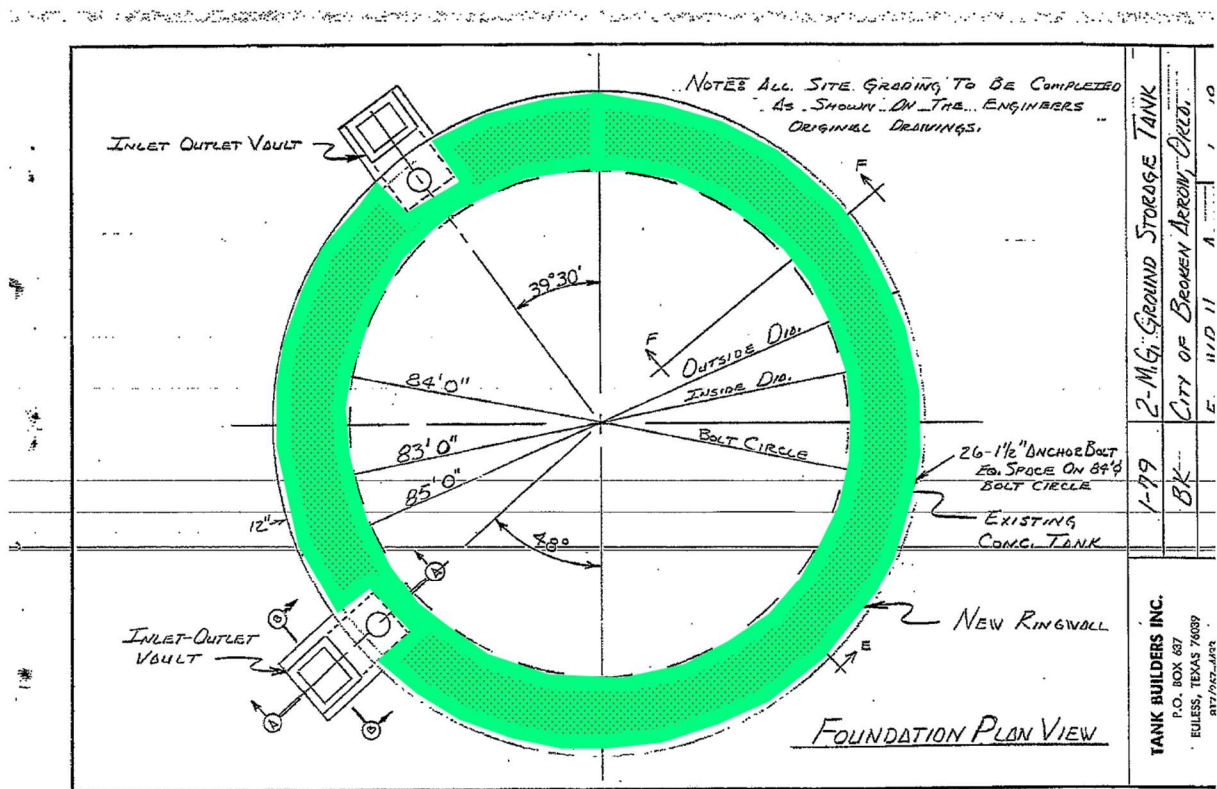
8. Governing Law; Binding Arbitration. The laws of the State in which the Work is to be performed shall govern the interpretation, construction, and effect of this Agreement. All disputes arising out of or in any way related to this Agreement or the Work shall be resolved by final and binding arbitration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

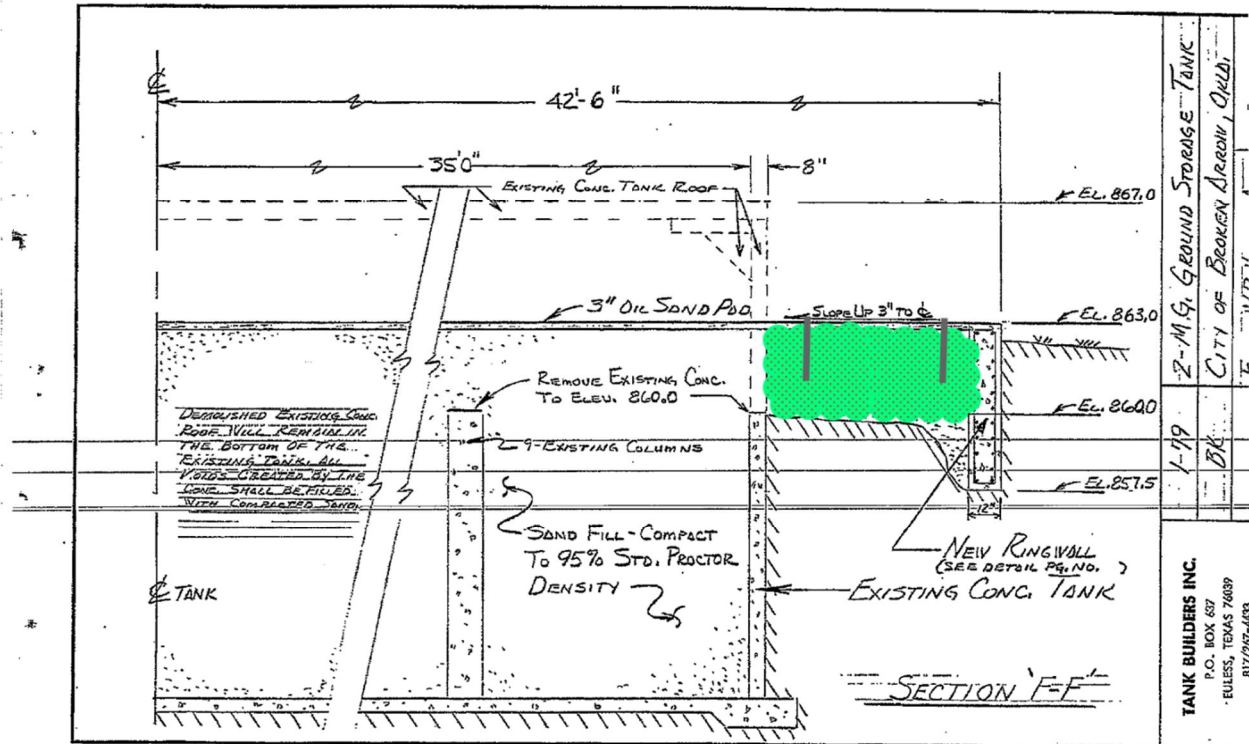
9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, this Agreement shall be deemed to be amended to the extent necessary to make such provision enforceable, or, if necessary, this Agreement shall be deemed to be amended to delete the unenforceable 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.

Rev. 02/25 – pub







URETEK USA Statewide OMES Contract

Contract Item SW0721 URETEK USA Statewide OMES	URETEK
Slab Jack/Underseal/Full Depth Asphalt Crack Repair 200-1,000 lbs.	\$4.25
Slab Jack /Underseal/Full Depth Asphalt Crack Repair 1,001-5,000 lbs.	\$4.25
Slab Jack/Underseal/ Full Depth Asphalt Crack Repair 5,001-10,000 lbs.	\$4.25
Slab Jack/Underseal/ Full Depth Asphalt Crack Repair 10,001 Over	\$4.25
Dynamic Cone Penetrometer Testing (Pre-Testing For Your Benefit!)	\$500
Deep Injection or "Soil Densification"	\$5.10 (0'-4')
Deep Injection or "Soil Densification"	\$5.95 (4'-10')
Deep Injection or "Soil Densification"	\$6.25 (10'+)
Management Of Traffic Per Hour	\$200
Truck Mounted Attenuators per Day	\$750
Message Board per Day	\$175
Lead Time but can be there faster if Emergency	20 Days

Contract #SW0721 (0-6339) can be located on the OMES website at...

<https://www.ok.gov/dcs/solicit/app/viewAttachment.php?attachmentID=80530>

CONTACT ANY OF US FOR DETAILS AND INFORMATION!

Gary Hanshue

Oklahoma Project Manager

Mobile: 918-900-3355

Gary.Hanshue@URETEKUSA.com

Craig Stumpff,

Midwest Project Manager

Mobile: 402-677-1596

Craig.Stumpff@URETEKUSA.com