

PROPOSAL FOR SERVICES

PREPARED FOR

Vincent Kane
Weston & Sampson - Suffern, NY
Additional Tuxedo Park Dam Leaking - 04/26

PREPARED BY

Stan Masek
Business Development & Pre-Construction Lead

URETEK USA, Inc.

(972) 951-8868
smasek@uretekusa.com
www.uretekusa.com

PROPOSAL DATE: April 29, 2026

Dear Vincent,

URETEK USA, Inc. is the nation's pioneer and recognized leader in polymer ground injection technology — delivering safe, non-intrusive, and long-lasting repair solutions backed by nearly 40 years of experience and more than 10,000 successful projects across the country. We are pleased to present this proposal and look forward to the opportunity to serve you.

SCOPE OF WORK

Addressing leaks in Tuxedo Park Dam

Mobilization & Site Preparation

- Mobilize personnel, equipment, and materials to site
 - Coordinate with owner to confirm water level is lowered to expose work area

Surface Preparation

- Clean joints and exposed stone surfaces
- Identify and mark:
 - Active leak paths
 - Voids and open joints
- Probe joints to confirm depth and extent of voiding

Injection Grouting

Method:

- Drill injection ports into rubble masonry at:
 - Identified void zones
 - Leak pathways
- Injection pattern: Typical spacing: 2–4 feet horizontally, staggered vertically based on conditions

Injection Materials:

- Single-component, hydrophobic closed-cell, highly flexible chemical grout

Injection Objectives:

- Fill internal voids within rubble core
- Seal interconnected mortar joint pathways
- Create a subsurface impermeable barrier
- Cut off water migration paths

Execution:

- Inject under controlled pressure

- Monitor:
 - Material take
 - Refusal
 - Surface expression
- Continue injection until:
 - Voids are filled
 - Water flow is stopped
 - Supplemental Joint Sealing
- Seal visible cracks and open joints after injection
- Patch all holes and clean work area

Estimated Project Duration: 3 days

IMPORTANT NOTICE – PLUMBING & SUBSURFACE UTILITIES

URETEK's polymer injection process introduces liquid polyurethane into the soils beneath the slab. Pre-existing leaks, cracks, or separations in plumbing lines, drains, sewer laterals, or other buried utilities may allow polymer to enter the line and solidify. Pre-existing conditions often are not visible or detectable from the surface. URETEK strongly recommends that Customer perform CCTV and hydrostatic pressure testing of all buried plumbing prior to the Work. URETEK will not be responsible for plumbing or utility damage that occurs during the Work, except to the extent directly caused by URETEK's negligence as defined in the Release of Liability – Plumbing Damage (see following pages). Customer's authorization to proceed constitutes acknowledgement of this risk.

IMPORTANT NOTICE – SCOPE PERFORMANCE & PAYMENT

URETEK will apply its full expertise, equipment, and professional judgment to achieve every element of the Scope of Work described in this proposal. The Client acknowledges, however, that subsurface and structural conditions are inherently variable and cannot always be fully determined prior to commencement of the Work. In circumstances where URETEK has disclosed a limitation or uncertainty in advance and the Client has authorized the Work to proceed, URETEK's performance of the Work in a good and workmanlike manner shall constitute satisfactory completion. In such instances, full payment of the agreed contract amount is due and payable upon completion of the Work, regardless of whether every stated objective was fully achieved. Any agreed modifications to scope during the Work will be documented by written change order.

INVESTMENT SUMMARY

URETEK will furnish all labor, materials, equipment, and insurance to complete the Scope of Work described above for the following investment:

Subtotal	\$40,005.00
Tax	\$0.00

Total Investment	\$40,005.00
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This pricing is valid for 30 days from the date of this proposal.

ITEMS NOT INCLUDED IN SCOPE

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

All work performed pursuant to this proposal is subject to the URETEK Terms and Conditions attached herein (Rev. 04/26 – pvt).

Thank you for the opportunity to serve you. We are confident that our proven polymer injection approach will deliver the results you need — on schedule, with minimal disruption, and backed by the quality and reliability that URETEK is known for. Please do not hesitate to reach out with any questions. We look forward to working with you.

Sincerely,

Stan Masek

Business Development & Pre-Construction Lead

URETEK USA, Inc.

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TERMS AND CONDITIONS

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 but not limited to: (i) damage to plumbing, sheetrock, wall coverings, carpets, doors, window frames or any other 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 surrounding the Work site. 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.

Customer further acknowledges that subsurface soil conditions naturally change over time due to factors outside URETEK’s control, including but not limited to: soil heave caused by active or latent plumbing leaks; and new construction, drainage, or site modifications adjacent to the Work area. URETEK’s Work does not remedy and cannot prevent movement caused by these or other independent subsurface processes, and no portion of this Agreement shall be construed to warrant against such movement.

3. Customer Responsibilities.

Prior to commencing the Work, Customer shall make any necessary Work site preparations, including but not limited to, (i) providing adequate access to all Work sites, (ii) providing necessary Work authorizations and/or permits, (iii) providing traffic control (if URETEK deems necessary), (iv) providing access to an adequate supply of water and electricity to the Work site (at Customer’s expense), including access to the circuit breaker(s), (v) marking all underground utilities prior to the start of the Work utilizing a licensed underground locating service, (vi) testing the integrity of the drainage system underlying the Work site utilizing a licensed third party testing company (including but not limited to, CCTV inspection and hydrostatic pressure testing), and (vii) 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.

URETEK provides the following express limited warranties on the Work, each subject to the exclusions and conditions set forth below:

(a) Material Warranty.

URETEK warrants that the URETEK 486 STAR® geotechnical polymer (“Material”) installed as part of the Work shall not deteriorate, degrade, or shrink beyond manufacturer specifications for a period of ten (10) years from the date of installation. In the event URETEK determines that deterioration or shrinkage of the Material has occurred and has resulted in measurable settlement at an injection location, URETEK shall furnish replacement Material at no charge to Customer. The Material Warranty does not extend to the cost of labor, equipment, mobilization, or site access associated with re-injection beyond the Performance Warranty period described below.

(b) Performance Warranty.

With respect to the actual injection location area(s) which constitute the Work, URETEK shall provide a one (1) year express limited performance warranty that such locations shall not settle greater than 1/2” under typical conditions. During this one (1) year performance warranty period, if settlement greater than 1/2” under typical conditions occurs, URETEK shall re-perform the Work at no additional cost to Customer.

(c) Exclusions and Disclaimers.

EXCEPT FOR THE MATERIAL WARRANTY AND PERFORMANCE WARRANTY EXPRESSLY SET FORTH ABOVE, 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 TO THE WORK, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. Both warranties above are fully transferable subject to their respective periods and shall be null and void if, during the one (1) year performance warranty period: (i) the foundation is modified with additional load-bearing improvements; (ii) the foundation 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 (but not at) the actual injection location(s); (v) settlement results from underground leaks; or (vi) any condition described in the ongoing subsurface soil movement acknowledgement set forth in Paragraph 2 above occurs. This warranty is expressly conditioned on Customer’s full and timely payment of all amounts due under this Agreement. In the event Customer fails to pay any amount when due, or fails to maintain a written payment arrangement accepted by URETEK, the warranties set forth in this Paragraph 4 shall be excluded and URETEK’s Work shall have no warranty.

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. 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. Timely payment is a material condition of this Agreement. The warranty provided in Paragraph 4 shall be void and of no force or effect if full payment, or a written payment arrangement satisfactory to URETEK in its reasonable discretion, is not received within thirty (30) days of completion of the Work.

7. 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.

8. 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.

9. 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.

10. Best-Efforts Performance; Payment Obligation.

URETEK shall employ commercially reasonable efforts and industry-standard methods to achieve the Scope of Work described in the Proposal. Customer acknowledges that subsurface and structural conditions are inherently variable and may not be fully determinable prior to commencement of the Work. Where URETEK has disclosed, prior to or during the performance of the Work, that a specific outcome or element of the Scope may not be achievable, and Customer has authorized URETEK to proceed notwithstanding such disclosure, Customer agrees that: (i) URETEK's performance of the Work in a good and workmanlike manner shall constitute satisfactory completion; and (ii) the full contract amount shall remain due and payable upon completion of the Work, irrespective of whether all stated objectives were fully realized. Any agreed modifications to the Scope of Work during performance shall be documented by written change order executed by both parties.

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.

By its signature below, Customer acknowledges and accepts the terms and conditions herein.

Customer Signature

Customer Name

Date

Address

Telephone

Email Address

Authorized Signatory

URETEK USA, Inc.

Rev. 04/26 – pvt

RELEASE OF LIABILITY – PLUMBING DAMAGE

URETEK 486 Star is a low viscosity polyurethane material that enters soils as a liquid, following the path of least resistance prior to expanding into a rigid solid material. The material will remain in liquid form for up to 30 seconds, allowing the material to travel from the point of injection. Due to the initial liquid state of the material, any openings in plumbing lines will allow entry of the material into the plumbing line. The material will then expand and solidify in the lines.

Customer acknowledges that separations, cracks, or leaks in plumbing, drains, sewer laterals, or other buried utilities may exist prior to the Work and may not be visible or detectable from the surface. Damage identified in plumbing or utility systems following the Work may have pre-existed the Work. For this reason, pre-Work CCTV inspection and hydrostatic pressure testing by a licensed third party is strongly recommended and is the responsibility of the Customer.

It is essential that prior investigation be performed to ensure that no leaks are present in the pipe system. This investigation should include methods such as CCTV inspection and hydrostatic pressure testing. Testing of the plumbing system prior to injection work is the responsibility of the owner and will not be performed by URETEK.

Definition of URETEK's Negligence

For purposes of this Agreement, URETEK's "negligence" with respect to plumbing and buried utility damage shall mean URETEK's direct physical act of drilling through, striking, or otherwise damaging a plumbing line, drain, sewer lateral, or buried utility that was properly marked prior to the Work by a licensed underground locating service as required under Clause 3 (Customer Responsibilities). URETEK shall not be deemed negligent, and Customer expressly waives any claim of negligence against URETEK, with respect to damage arising from: (i) any line, lateral, or utility that was not properly marked prior to the Work; (ii) pre-existing cracks, separations, leaks, or defects in plumbing or utility systems, whether known or unknown; (iii) polymer infiltration of plumbing or utility lines through pre-existing openings, deteriorated joints, or compromised materials; (iv) marking errors, mislocation, or inaccuracies by any third-party locating service; or (v) any other cause not involving URETEK's direct physical contact with a properly-marked utility line.

By signing this waiver, the owner releases URETEK of all liability, outside of negligence on URETEK's behalf, should the plumbing system be infiltrated with polymer.

CUSTOMER SIGNATURE

DATE