

This AGREEMENT made and entered into this ____ day of ____ 2017, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and URETEK, USA, Inc., a company in the State of Texas, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II.
3. Compensation. Compensation shall be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope shall be in accordance with the fee schedule in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount.
4. Term. The term of the agreement shall include the three locations described in the Scope of Services.
5. Invoicing and Payments. The City will issue a Purchase Order for the services. Service Provider will submit an invoice against the Purchase Order.
6. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Dena Mezger, Director of Public Works

URETEK, USA, Inc.

Stephen A. Arbo, City Manager

Date

Company Authorized Signature

Title

Date

APPROVED AS TO FORM:

Nancy K. Yendes, Chief Counsel of Infrastructure and Planning
Office of the City Attorney

Part I - SCOPE OF SERVICES

URETEK USA will use the patented URETEK Deep Injection (UDI) process and URETEK 486 STAR polymer to stabilize the soils under the roadway. Injections will continue after stabilization if lift is required.

URETEK USA will perform the following operations:

1. Profile all lanes of the roadway.
2. Execute Dynamic Cone Penetrometer (DCP) tests for each work area to assess pre-injection soil conditions to confirm the injection plan.
3. Drill injection holes on 4' centers; install injection tubes between -3' and -5'. Inject the highly expansive, high strength, lightweight, water-resistant URETEK 486 STAR polymer through the tubes and into the soils beneath the base to fill the voids & stabilize the soils. Injection will continue until 1mm of movement is detected at the surface of the roadway confirming adequate soil stabilization. Injections will continue if lift is necessary. Since this polymer is water-resistant, it can be injected into wet soil conditions without compromising the integrity of the polymer.
4. Drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.
5. Perform final profile of all lanes of the roadway for warranty purposes.

Location of Services:

1. Bailey Road, east of M291.
2. Strother Road, east of I470.
3. City Hall Alleyway.

Items not included in the scope of services:

1. Joint/crack sealing
2. Traffic control

Warranty:

URETEK USA will provide a two-year unconditional warranty against settlement of more than ¼" of the injected areas. The only exception to the warranty is if the DCP tests reveal problems deeper than the approved injection plan by the client and the client chooses not to address those problems at this time. In the unlikely event that movement of more than ¼" in the injected areas occurs, URETEK USA will return to inject the affected area to lift to proper grade at no charge to the owner.

Part II - Fees

PROPOSED COST:

URETEK USA is pleased to quote on repairs to the affected soils.

Estimated 19,200 pounds of polymer @ \$6.75 per pound \$ 129,600.00

Estimate is based on the following:

- Baily Road – 11,700 pounds
- Strother and I470 – 5,800 pounds
- City Hall Alleyway – 1,700 pounds

Mobilization \$ WAIVED

Total \$ 129,600.00

The City will only be invoiced for actual material used.