CONTRACT FOR WATER FACILITY RELOCATION

THIS CONTRACT, entered into this _____ day of _____, 2017 by and between MISSOURI-AMERICAN WATER COMPANY, a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the CITY OF JOPLIN, 602 S Main Street Joplin, Missouri 64804 hereinafter referred to as ("CITY"),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction, and/or improvement of 32nd Street in accordance with certain plans titled 32nd Street Central City Roundabout Improvements on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of 32nd Street it will be necessary to relocate certain portions of COMPANY'S water facilities now located on the COMPANY'S private easement along 32nd Street in the CITY, and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo and City Ordinance No. _____.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. COMPANY will, as soon as practicable after receiving notice from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said water facilities currently located within the private easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.
2. The estimated cost (Exhibit "B") for this relocation is **$39,980.00** It is agreed that CITY'S obligation toward the cost of this relocation shall be **100%** of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected water facilities located within the COMPANY'S private easement. CITY agrees that prior to commencement of the relocation contemplated herein and upon receipt of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **100%** of the estimated cost of the relocation as set forth in

Exhibit B, hereinafter referred to as "CITY'S PAYMENT". The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the CITY's pro rata share of the actual costs exceeds CITY'S PAYMENT", the parties will enter into a supplement to this contract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In the event the actual costs are less than CITY'S PAYMENT, the COMPANY will pay CITY its pro rata share of the difference between CITY'S PAYMENT and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.
4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation as determined by the COMPANY, work on the additional relocation will not be performed until estimated costs have been provided to the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the contract that directly result from such change of plans.
5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.
6. Upon completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave the affected public and private rights-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.
7. This agreement shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

CITY OF JOPLIN, MISSOURI

_____
Mayor

MISSOURI-AMERICAN WATER COMPANY

_____

_____ (Title)

APPROVED AS TO LEGAL FORM:

_____
City Counselor