

SPIRE MISSOURI INC
FACILITY RELOCATION AND ADJUSTMENT AGREEMENT

BILLING INFORMATION:

Name: <u> Stephen A. Arbo <i>Mark Dunning</i></u>	Project: <u> 804646</u>
Title: <u> City Manager</u>	Work Order: <u> 21752882</u>
Organization: <u> City of Lee's Summit, Missouri</u>	_____
Address: <u> 220 SE Green St</u>	_____
City, State, Zip: <u> Lee's Summit, MO 64063</u>	_____
Phone: <u> (816) 969-1000</u>	_____

The undersigned parties agree that abandonment and/or relocation of existing Spire Missouri Inc facilities, as described below, is necessary as a result of unavoidable physical conflict with work proposed by the undersigned responsible party.

Relocation of 8-12" steel line in conflict with proposed improvements along Colbern Road.
83% of the project is reimbursable by the City of Lee's Summit due to the Private Spire Easement in which
the current facilities are located.

Spire Missouri Inc has estimated the total cost of adjustment required to resolve said conflict, which estimate takes into account direct costs, including labor, equipment, and materials, plus applicable overheads and related charges. The estimated costs are as follows:

Construction of new facilities to replace those in conflict:	Mains --	\$	<u> 535,643</u>
Estimated total cost of adjustment:		\$	<u> 535,643</u>

The Responsible party shall pay Spire Missouri Inc's actual total cost of adjustment in accordance with the payment terms, regardless of the amount of time that elapses between the calculation of the estimate and completion of the adjustment and whether such actual cost is greater or less than the above estimate.

Terms of payment: Payment of the estimated cost prior to the start of work with the further agreement that after work is complete, to pay any additional charges based on actual cost; provided that any payment in excess of the actual costs will be refunded by Spire Missouri Inc. Terms: Net 30 days after rendition of invoice.

Execution of this agreement authorizes Spire Missouri Inc to proceed with the abandonment and relocation work described herein and obligates the Responsible Party to reimburse Spire Missouri Inc for all of its actual total costs (including overheads and related charges) related thereto in accordance with the above terms of payment.

For: <u> SPIRE MISSOURI INC</u>	For: <u> City of Lee's Summit, Missouri</u>
By: <u> <i>Mark Lowe</i></u> <small>Mark Lowe (Apr 6, 2023 07:53 CDT)</small>	By: _____
Name: <u> Mark Lowe</u>	Name: _____
Title: <u> Chief Engineer</u>	Title: <u> City Manager</u>
Date: <u> 04/06/2023</u>	Date: _____ RESPONSIBLE PARTY
For: <u> City of Lee's Summit, Missouri</u>	For: <u> City of Lee's Summit, Missouri</u>
By: _____	By: _____
Name: _____	Name: _____
Title: <u> Office of the City Attorney</u>	Title: <u> City Clerk</u>
Date: _____ RESPONSIBLE PARTY	Date: _____ RESPONSIBLE PARTY

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