

**SPIRE MISSOURI INC
FACILITY RELOCATION AND ADJUSTMENT AGREEMENT**

BILLING INFORMATION:

Name: <u>Craig Kohler</u>	Project: <u>802464</u>
Title: <u>Senior Staff Engineer</u>	Work Order: <u>19609081</u>
Organization: <u>City of Lee's Summit - Public Works</u>	_____
Address: <u>220 SE Green St.</u>	_____
City, State, Zip: <u>Lee's Summit, MO 64063</u>	_____
Phone: <u>(816) 969-1800</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.

Relocate 4,665' of 20" Steel Pipe to allow the City of Lee's Summit to widen and rebuild Chipman Road 31.4041% of the project is the responsibility of the City as they are moving part of the road bed and changing part of the grade affecting that part of our main in easement. The other 68.85959% is at our cost as we are replacing 1957 vintage poorly coated main and limiting the number of stopple fittings to just 2.

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>1,197,009</u>
	Services --	\$	_____
Abandonment of existing facilities:		\$	_____
Estimated total cost of adjustment:		\$	<u>1,197,009</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</u>
By: _____	By: _____
Name: <u>Craig R. Hoeflerlin</u>	Name: <u>Stephen A. Arbo</u>
Title: <u>Vice-President - Operations Services</u>	Title: <u>City Manager</u>
Date: _____	Date: _____

RESPONSIBLE PARTY