

**WATERLINE RELOCATION CONTRACT**  
**(Discovery Parkway Extension)**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between PUBLIC WATER SUPPLY DISTRICT NO. 9 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, hereinafter called "DISTRICT," and CITY OF COLUMBIA, MISSOURI, a municipal corporation, hereinafter called "CITY:"

**WITNESSETH:**

In consideration of the respective covenants of the parties, the parties hereby mutually agree as follows:

1. **WATERLINE RELOCATION:** That CITY agrees at CITY'S expense to install within 24 months hereafter in the waterline easement areas described in the Waterline Easement recorded in Book 1240, Page 949, Deed Records of Boone County, Missouri, the waterline relocation facilities and other water service facilities described in and as specified in the Waterline Relocation Exhibit attached hereto as Exhibit "A" and made a part hereof.
2. **SPECIFICATIONS:** All construction performed pursuant to the terms of this contract shall be performed by CITY or its agents or contractors in accordance with the specifications shown on Exhibit "A" attached hereto, in accordance with the specifications of DISTRICT, in accordance with the requirements of the rules and regulations of the Department of Natural Resources, Water Pollution Board, Clean Water Commission and the Division of Health of the State of Missouri or their successors.
3. **INSPECTION:** CITY agrees to give to DISTRICT not less than seventy-two (72) hours prior written notice of CITY'S intention to perform the work specified herein, and DISTRICT shall have the right to have a representative present to inspect the installation work as the same is being done. Any disputes arising from any objection by DISTRICT that said installations are not being made in accordance with the terms of this contract shall be settled by the Board of Directors of the DISTRICT.
4. **WATER SERVICE DISRUPTION:** CITY agrees that in performing the aforesaid work CITY will perform said work in such a manner as to minimize the disruption of water service to the customers of the DISTRICT.
5. **WATERLINE TESTING:** DISTRICT will furnish water to the aforesaid waterlines in connection with flushing and testing said waterlines in accordance with the rules and regulations of the Missouri Department of Natural Resources.

6. **MECHANIC'S LIENS:** That upon completion of the aforesaid installation work in accordance with the provisions of this Contract, CITY shall furnish to DISTRICT mechanic's lien waivers or other evidence satisfactory to DISTRICT showing that all persons and other entities who have furnished labor, materials, supplies and equipment used in performance of said work have been paid in full, and CITY agrees to indemnify and forever hold DISTRICT harmless from any loss or damage, including attorney fees, arising out of or resulting from any mechanic's lien filed upon any of the Easement Areas described in paragraph 1 above or upon any of the waterlines and water facilities installed pursuant to the terms of this Contract on account of labor, materials, supplies and equipment furnished and used by CITY pursuant to the terms of this Contract.

7. **ACCEPTANCE:** That upon completion of the aforesaid installation work in accordance with the provisions of this contract and upon CITY complying with all of the other provisions of this contract, the DISTRICT shall signify acceptance of the waterlines and water facilities described herein by written notice to CITY of said acceptance, and thereupon all of said waterlines and water service facilities installed pursuant to the terms of this contract shall become and be deemed the property of the DISTRICT and in addition if requested by DISTRICT, CITY shall execute and deliver to DISTRICT a Bill of Sale transferring title to said waterlines and water service facilities to the DISTRICT.

8. **CORRECTION OF WORK:** CITY shall repair or replace at CITY'S expense any defective work or materials installed under this contract which arise or become apparent within two (2) years after the aforesaid waterlines and water facilities have been accepted by the DISTRICT and have become the property of DISTRICT, and CITY agrees to indemnify and forever hold DISTRICT harmless from any loss or damage, including attorney fees, arising from any faulty workmanship or materials installed by CITY pursuant to this contract.

9. **ENFORCEMENT IN EQUITY:** It is agreed that in the event of any controversy concerning the rights or obligations of the parties hereto under this contract, such rights or obligations may be enforceable in a court of equity; provided however, such remedies shall be cumulative and not exclusive, and shall be in addition to any other remedies which the parties may have.

10. **SUCCESSORS AND ASSIGNS:** This contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this contract the day and year first above written.

DISTRICT:

PUBLIC WATER SUPPLY DISTRICT NO. 9  
OF BOONE COUNTY, MISSOURI

BY: \_\_\_\_\_  
J. R. RICHARDSON, President

ATTEST:

\_\_\_\_\_  
Clerk

CITY:

CITY OF COLUMBIA, MISSOURI, a municipal  
corporation



BY: \_\_\_\_\_  
JOHN GLASCOCK, City Manager

ATTEST:

\_\_\_\_\_  
SHEELA AMIN, City Clerk

Approved as to form:

\_\_\_\_\_  
NANCY THOMPSON, City Counselor 

STATE OF MISSOURI    )  
                                  ) SS.  
COUNTY OF BOONE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared J. R. RICHARDSON, to me personally known, who, being by me duly sworn, did say that he is the President of PUBLIC WATER SUPPLY DISTRICT NO. 9 OF BOONE COUNTY, MISSOURI, a Missouri public corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF MISSOURI    )  
                                  ) SS.  
COUNTY OF BOONE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared JOHN GLASCOCK, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the CITY OF COLUMBIA, MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the said City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**WATERLINE RELOCATION EXHIBIT**

**EXHIBIT A**



**ALLSTATE CONSULTANTS**  
 3111 LYONS INDUSTRIAL BLVD.  
 COLUMBIA, MO 65201  
 (314) 575-8799  
 allstateconsultants.com

UNIVERSITY PARKWAY EXTENSION  
 DISCOVERY PARKWAY EXTENSION  
 AT STA. 125+75

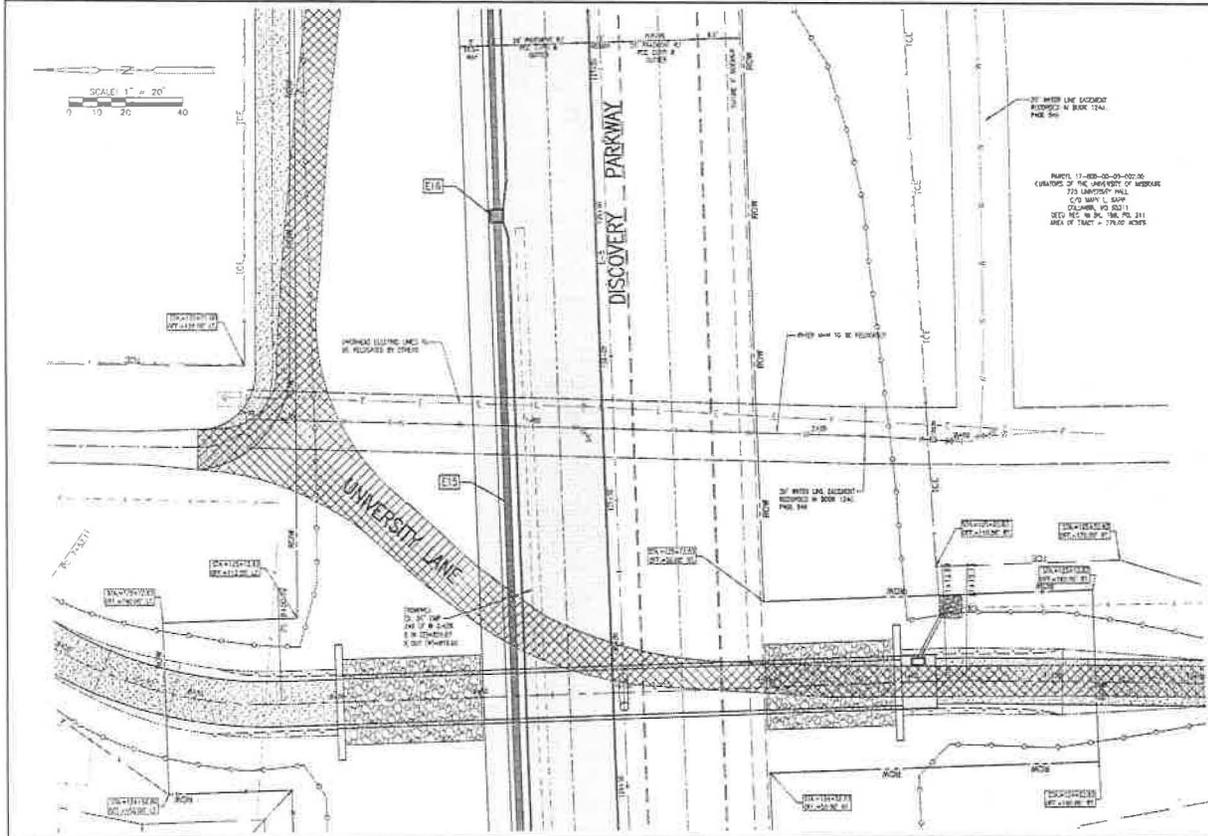
**WATER LINE RELOCATION PLAN**  
**AT STA. 125+75**  
**DISCOVERY PARKWAY EXTENSION**  
 COLUMBIA, MISSOURI



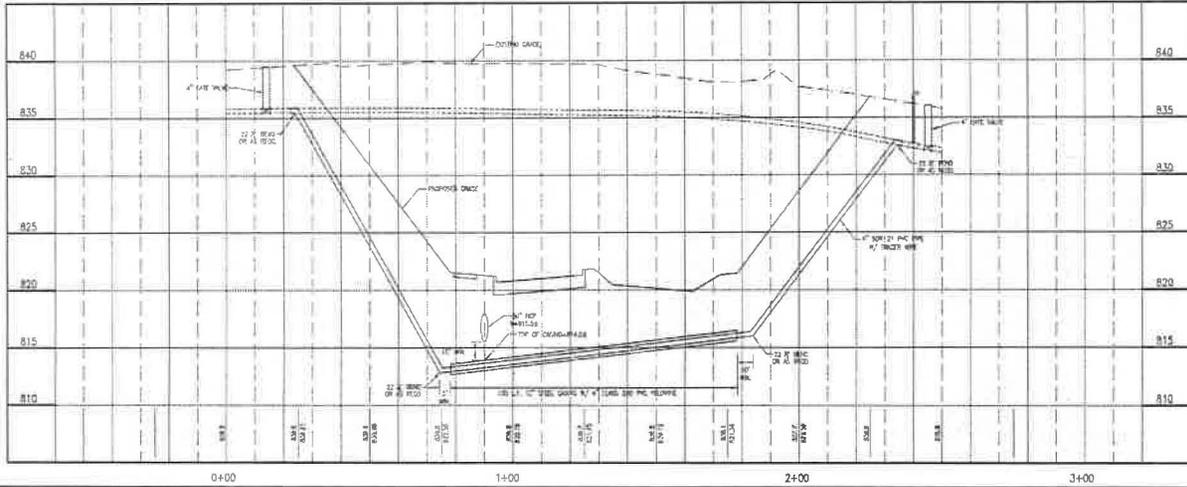
DATE: 2-15-2016  
 REVISIONS:  
 1. 3-26-2010  
 2. 6-23-2017  
 3. 9-15-2018  
 4. 11-12-2018

JOB NUMBER: 15154-03  
 SCALE: 1"=20' H 1"=8' V

SHEET: **C-57**  
 57 OF 57



PART 17-000-00-00-000-00  
 CURBING OF THE UNIVERSITY OF MISSOURI  
 775 LIBERTY HALL  
 1200 MAIN L. BLDG.  
 COLUMBIA, MO 65211  
 SET DATE: 04-24-1984, PG. 211  
 AREA OF TRACT = 176.00 ACRES



- NOTES**
1. ALL INSTALLATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT PWD OF MISSOURI FOR THE WATER MAIN CONTRACTOR.
  2. OTHERS AS REQUIRED.