

ELECTRIC DISTRIBUTION LINE RELOCATION AGREEMENT

This Electric Distribution Line Relocation Agreement ("Agreement") is dated this _____ day of _____, 2019 between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Boone Electric Cooperative, a Missouri cooperative corporation (hereinafter "Boone").

WHEREAS, City has requested that Boone relocate certain of its electric distribution facilities in connection with the Nifong Intersections Improvement project; and

WHEREAS, Boone desires to comply with the relocation request and assist the City in the Nifong Intersections Improvement project as set forth in this Agreement.

NOW, THEREFORE, City and Boone agree as follows:

1. Boone shall relocate its electric distribution facilities from approximately as set forth as indicated below:
 - Relocate multiple overhead and underground facilities both single phase and three phase around the intersection of Old Mill Creek Rd & Nifong Blvd.

Boone understands this to constitute the entire extent of the City's request for relocation of Boone's electric distribution facilities in connection with the Nifong Intersections construction.

2. City shall, upon execution of this Agreement by Boone and City, pay Boone the sum of \$92,050.00, such sum representing the full and final cost due from the City to Boone for the relocation of electric distribution facilities as set forth herein. Both parties to this Agreement recognize that such sum may only be amended by a change order(s) entered into by the City and Boone.
4. This Agreement is entered into for the benefit of City and Boone only and not for the benefit of any third party.
5. This Agreement constitutes the entire agreement between Boone and the City regarding relocation of Boone's electric distribution facilities required for the Nifong Intersections Improvement project and supersedes all previous discussions and agreements and may not be modified, except by a written amendment, executed by both parties hereto.
6. After approval of the relocation plan and cost, and upon notification by the City, Boone Electric will commence, without unnecessary delay, to make changes to its facilities. Boone Electric will actively pursue completion of the work to reach the earliest possible completion date and to minimize interference with the roadway contractor. Boone Electric has an affirmative duty to cooperate and coordinate its activities with those of the roadway contractor. The contractor has a contractual requirement to cooperate and coordinate its activity with the Boone

Electric and other utility companies on this project.

7. The City shall provide, at no cost, to Boone, access to a public utility corridor and shall, for any future requests by City to move such facilities, reimburse Boone for any and all such relocation costs.
8. For the avoidance of doubt, the obligations of City as set forth in paragraph 7 of this Agreement shall survive termination of this Agreement and the completion of the work contemplated herein and shall be a future obligation of the City for the benefit of Boone.

IN WITNESS WHEREOF, the parties hereto have been duly authorized to execute this Agreement as of the above referenced date.

CITY OF COLUMBIA, MISSOURI



By:

John Glascock, Interim City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor



I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008830-604990-00644 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

BOONE ELECTRIC COOPERATIVE

By:



Todd Culley, General Manager/CEO