

**DEVELOPER INSTALLED**  
**MAIN EXTENSION CONTRACT**  
**BETWEEN**  
**CITY UTILITIES OF SPRINGFIELD, MISSOURI**  
**AND**  
**CITY OF REPUBLIC, MO**  
**6899 W FARM ROAD 156**

<b>APPLICATION #</b>	<b>220874</b>
<b>CONTRACT SET #</b>	<b>1 OF 4</b>
<b>CONTRACT DATE</b>	<b>11-07-22</b>

**DEVELOPER INSTALLED MAIN EXTENSION CONTRACT**

**ELECTRIC**

Appl.# **220874**

Appl. Date **04-11-22**

Payment Date: \_\_\_\_\_

DEVELOPER INSTALLED MAIN EXTENSION - CONTRACT NO. **220874** for **ELECTRIC**

This contract and agreement made between **CITY OF REPUBLIC, MO** herein called Developer and City Utilities of Springfield, Missouri.

Developer owns, is part owner, or represents owner, or part owner, of certain real estate located in **34-29-23** Greene County, Missouri, on which several structures are existing or are to be constructed, said real estate being hereafter described as **6899 W FARM ROAD 156**.

All correspondence shall be mailed to the Developer at, **204 N MAIN AVE, REPUBLIC, MO, 65738**, unless City Utilities is notified in writing at P.O. Box 551, Springfield, MO, 65801 of a change of address.

**IT IS AGREED THAT:**

1. Developer shall pay to City Utilities on this date the sum of **\$58,481.19 DOLLARS** for engineering and inspection of the work to be done by the Developer in the completion of the Construction Project and for other applicable charges as set forth in the City Utilities' Extension Policy.

2. Developer will construct utility installations as shown on Drawing No(s) **87432** herein called the "Construction Project" and in accordance with Contract Documents Exhibit B, City Utilities' Technical Specifications for Developer Installed Natural Gas, Water & Electric Work (latest revision). A copy of these specifications is available upon request.

3. By signature below, the parties agree to be bound to all terms and conditions on Exhibit A, attached hereto and incorporated by reference.

4. Any applicable reimbursement will be made to the Developer when title is transferred. The reimbursement amount is estimated based upon the design footage, and is adjusted to the as-built footage after the installation is completed and accepted by City Utilities

The estimated amount is:

Water / Gas Joint Trench: .....	\$	_____	0.00
Water Only:.....	\$	_____	0.00
Gas Only: .....	\$	_____	0.00
Electric Street Crossings: .....	\$	_____	0.00
Electric Conduit: .....	\$	_____	0.00
Other: .....	\$	_____	0.00
TOTAL: .....	\$	_____	0.00

Developer - **CITY OF REPUBLIC, MO**

Board of Public Utilities of The City of Springfield, Missouri

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ben Jones  
Director- Economic Development  
City Utilities of Springfield, Missouri

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

# DEVELOPER INSTALLED MAIN EXTENSION CONTRACT

## EXHIBIT A. TERMS AND CONDITIONS

1. The effective date of this contract and agreement shall be the date of the last signature of a party on this agreement.
2. The Developer shall not assign their privileges or duties of said contract without written consent of all parties herein.
3. Any applicable reimbursement will be made to the Developer when the Construction Project is accepted by City Utilities. The reimbursement amount is estimated based upon the design footage and is adjusted to the as-built footage after the installation is completed and accepted by City Utilities.
4. Developer shall name the Contractor(s) and/or Subcontractor(s) he proposed to utilize in the installation by completing Exhibit C, Designation of Contractors. Such attachment shall include the signatures of all Contractor(s) involved, verifying that they have reviewed and understand the installation requirements set forth in the drawing and construction specifications. City Utilities reserves the sole right to judge the qualification of any contractors or subcontractors. City Utilities shall notify, in writing, the Developer of any such rejections upon which Developer shall resubmit a new Exhibit C, naming other contractor(s) as necessary; for Developer shall not utilize any other contractor or subcontractor except those so named in Exhibit C unless he notifies, in writing, City Utilities of any proposed changes and City Utilities approves said changes.
5. In its entirety the Construction Project shall be constructed in accordance with the Construction Specifications and the attached Drawing No(s) **87432** identified on page one of this agreement prepared by or on behalf of City Utilities and in accordance with the effective Resolution(s) adopted by the Board of Public Utilities governing such installation. City Utilities shall have the right to inspect, examine, and test all work to be done by the Developer. However, the Developer shall have complete control, supervision, and direction over the method and manner of obtaining results. The Construction Project shall strictly comply with the requirements set forth in the attached Drawing and Construction Specifications. City Utilities retains the right to reject all work, which does not conform to the Drawings and Construction Specifications for the Construction Project and the Developer shall replace or repair the same without cost to City Utilities. The decision of the authorized representative or representatives of City Utilities as to acceptance of any completed work shall be final.
6. Upon acceptance of the Construction Project after final inspection, ownership shall be transferred to City Utilities. It shall be Developers responsibility to convey all right, title and interest of the Construction Project to the Board of Public Utilities of the City of Springfield, Missouri, free of lien or any other encumbrance. At its own expense, Developer shall also deliver to the Board of Public Utilities of the City of Springfield, Missouri, all easements that are necessary or convenient to utilize the project, in the sole opinion of City Utilities. Such easements shall be in the form specified by City Utilities. If City Utilities acquires any such easements directly, then the Developer shall reimburse City Utilities for all such costs.
7. The Developer shall be and operate as an independent contractor and not as an agent of the City of Springfield, Missouri, or City Utilities of Springfield, Missouri; and, neither this Contract nor anything done or permitted to be done either by Developer or by City Utilities, its agents, employees or representatives, shall constitute or create, or shall be construed as constituting or creating a relationship either of principal and agent or of master and servant between the City of Springfield, its Board of Public Utilities, or City Utilities of Springfield, Missouri, on the one hand, and the Developer, his, her, their and/or its agents, employees or representatives, shall be construed as having imposed upon, or constitutes an assumption by, the City of Springfield, Missouri, its Board of Public Utilities or City Utilities of Springfield, Missouri, any liability, obligation, or duty with

## **DEVELOPER INSTALLED MAIN EXTENSION CONTRACT**

respect to the Developer's work, or with respect to examination, inspection, testing or completion thereof.

8. Developer warrants that the work will be free of all defects and shall conform to the Drawings and Construction Specifications for a period of one year from the date of acceptance of the Construction Project after final inspection ("Warranty Period"). If City Utilities discovers any defective or nonconforming work during the Warranty Period, the City Utilities may repair or replace the defective or nonconforming work and recover the cost thereof from the developer.
9. The Developer shall keep an accurate record of all items of cost and expense incurred in performing and completing the Construction Project. Upon request, Developer shall furnish an Affidavit in form acceptance to City Utilities as to the accuracy and completeness of such cost and expense records and if desired, make such records available to City Utilities for inspection and audit.
10. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.
11. Any and all customers connected shall at all times be subject to the resolutions, rules and regulations of City Utilities in effect at the time and as same may be amended and nothing in the Contract shall in any way affect City Utilities' right to change its resolution rules and regulations and the terms and conditions under which it supplies or will furnish service, and the rates charged. Service shall at all times be subject to availability.
12. The terms and conditions contained in the Extension Policy adopted by the Board of Public Utilities of Springfield, Missouri and in effect on the date of this contract are incorporated herein by reference. This contract contains the entire agreement between the parties with respect to the subject matter hereof, and may not be altered, modified or changed except in writing, signed by all of the Parties hereto. The benefits of this Contract shall insure to, and the obligations hereof shall be binding upon, the heirs, executors, administrators, successors and assignees of the representative Parties hereto.

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**EXHIBIT C. DESIGNATION OF CONTRACTORS**

Contract: **220874**

Description: **6899 W FARM ROAD 156**

Developer will utilize only the following Contractor (s) for the indicated categories of work:

**ELECTRIC**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Printed Name \_\_\_\_\_

**A current copy of the Contractor(s) Certificate of Insurance is on File at City Utilities \_\_\_\_\_**

By signature above the above named Contractor(s) agrees they have been provided a copy of the detailed plans and specifications as called for in this contract. Contractor has been made fully aware of their responsibilities to install said facilities per the plans and specifications and per all applicable local, state and federal requirements. Contractor has also been made fully aware of the hazards and liabilities, present and future, of installing electric, natural gas and / or water facilities. Contractor agrees to indemnify, defend and hold harmless the other party, its officers, directors, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of this Agreement caused by its negligent or wrongful acts or omissions. In cases of concurring fault, each party shall bear its share of the loss. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

City Utilities Approval by:

\_\_\_\_\_  
Josh Casey, Supervisor - Developer Services  
City Utilities of Springfield, Missouri