



February 7, 2020

Nate Baldwin, Assistant City Engineer
City of Olathe
P.O Box 768
Olathe, KS
66051-0768

Dear Mr. Baldwin:

Re: Letter Agreement between City of Olathe and Evergy Kansas Central, Inc. (this "Letter Agreement")

This Letter Agreement is entered into the date indicated above for the limited purpose of providing assurance to Evergy Kansas Central, Inc. ("Evergy") that its costs for the Work agreed to herein will be paid by City of Olathe ("City").

Evergy's Responsibility

1. Evergy will construct power lines and related facilities in good and workmanlike manner and in accordance with industry standards to supply a temporary relocation of electric distribution facilities within existing Evergy private easement ("the Work") for the I-35 Bridge project ("I-35 Bridge").
2. Evergy will deenergize and remove approximately 1000 feet of overhead distribution lines in conflict with bridge construction plans. These lines are to be reinstalled upon completion of I-35 Bridge project construction.
3. Evergy will advance all costs necessary to complete the Work and will maintain invoices and related documents with sufficient detail of the time, materials, and unit costs to satisfy the City's verification of the costs.
4. The quantity of pole locations ("unit(s)") located within the Work is estimated at 7 unit(s).
5. The estimated unit(s) price to complete the Work is \$10,266.91.
6. Evergy shall provide the City with the right and authority to review, audit, and copy, Evergy's books and records related to the Work (including, but not limited to, contractor's statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts, and invoices), up to six months after completion of the Work.
7. Evergy will coordinate the installation of the power lines and related facilities with the City's contractor to ensure the construction of the I-35 Bridge Project is not unnecessarily delayed.
8. Evergy, for itself, and any contractor with whom Evergy has contracted for performance of the Work agrees to not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, sexual orientation, disability, national origin, gender identity or ancestry.
9. Evergy will use all reasonable efforts to complete all work by March 31, 2019. Provided, however, that Evergy's timely performance is subject to and conditioned upon weather conditions and such other matters and conditions as in Evergy's sole discretion impact the operation of its electric transmission and distribution system.

City's Responsibility

1. Upon completion of the project, City agrees to pay the cost of the estimate. As such, City owes \$71,868.37. Evergy will provide City with a final statement of unit(s) quantity and cost after completion of the project and City shall have two months from invoice date to make final payment of the total amount due.

ADDITIONAL TERMS:

- The General Terms and Conditions of Evergy’s Tariff as currently approved by the Kansas Corporation Commission shall apply to the Work and to the electric service provided to the City by Evergy.
- Evergy will comply with all laws and ordinances applicable to the Work or its performance.
- Evergy will maintain insurance policies of the types and amounts indicated below while working on City property to complete the Work:
 - Commercial General Liability - \$1 million per occurrence; \$2 million general aggregate
 - Workers Compensation – at levels required by the State in which the Work is performed
 - Automobile Liability – covering all vehicles used by Evergy in connection with the Work at no less than \$1 million combined single limit.
- City warrants that it has the necessary legal rights to the site upon which Evergy has been asked to perform the Work, and that it is authorized to enter into this Agreement.

EVERGY KANSAS CENTRAL, INC.

CITY OF OLATHE

By: _____

By: _____

Name: _____

Name: Michael E. Copeland

Title: _____

Title: Mayor

Date: _____

Date: _____