

## ELECTRIC LINE MODIFICATION/RELOCATION AGREEMENT

WESTAR ENERGY, INC., a Kansas corporation ("WESTAR"), hereby agrees with Sedgwick County, ("CUSTOMER"), that WESTAR will provide the labor, equipment, materials and supplies to modify or relocate the electric power line on the property herein described, according to the terms and conditions set forth below.

1. The parties agree that the line modification/relocation is necessary to improve the following described real property, so that the property will be suitable for CUSTOMER'S intended use:

**Department of Transportation; Shared Use Path; Job 87 TE-0433-01/ Sedgwick County. Line 69.40; El Paso to Oaklawn will be directly affected more specifically NW/4 of NE/4 of S-23; T-28-S; R-01-E, all in Sedgwick County, Kansas. Westar Energy owns and maintains a 69,000-volt line that runs north to south then turns easterly in above mentioned location. Due to the significant amount of cut needed to build the pathway, Westar Energy will have to replace two wood structures: a 90-degree PI and a tangent structure. These structures will be replaced with similar structures which will be over-buried to compensate for cut needed to build the pathway. Westar Energy will not need to acquire new property, as Westar Energy will be working in the existing Right-Of-Way Easement that was granted 13<sup>th</sup> of January, 1942.**

2. CUSTOMER shall be liable for the final cost of the line modification/relocation. The final cost shall be based on the actual labor, equipment, supplies, materials and property acquisitions (such as easements or rights of way), needed to modify or relocate the line in accordance with standard industry practice and in order for the line to comply with WESTAR standards and the National Electric Safety Code. WESTAR estimates at this time that the cost of the line modification/relocation (excluding property acquisition costs) will be **\$48,944.00**.
3. CUSTOMER shall make the payment for the final costs upon receipt of invoice after completion of the work.
4. Provided the foregoing conditions have been met, WESTAR shall begin work on the line on or before **December 18, 2017**, and shall have the modification or relocation completed on or before **March 1, 2018**. However, WESTAR may adjust or extend this work schedule as weather conditions require.
5. When the line modification or relocation is complete, WESTAR will submit to CUSTOMER an invoice for the final modification/relocation costs, less any amount CUSTOMER has already paid. CUSTOMER shall then have 30 days from receipt of the invoice to pay WESTAR the amount due. If modification/relocation costs are less than the amount already paid by CUSTOMER, WESTAR shall refund the balance to the CUSTOMER within 90 days of the completion of the work.

6. The Kansas Overhead Power Line Accident Prevention Act, K.S.A. 66-1709 *et seq.*, prohibits certain activity which is likely to place people, machinery or equipment within 10 feet of an overhead power line. Both prior to and after completion of the line modification/relocation, CUSTOMER shall be responsible for limiting or prohibiting any work or activity on the above-described property, which activity is likely to violate the Overhead Power Line Act or to otherwise risk bodily injury or damage. CUSTOMER agrees to indemnify, hold harmless and defend WESTAR for any claims arising from CUSTOMER'S duties described in this paragraph.

Executed this \_\_ day of \_\_\_\_\_, 2017.

WESTAR ENERGY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_

# PROJECT TOTAL COST ESTIMATE

## Project Start Year 2017

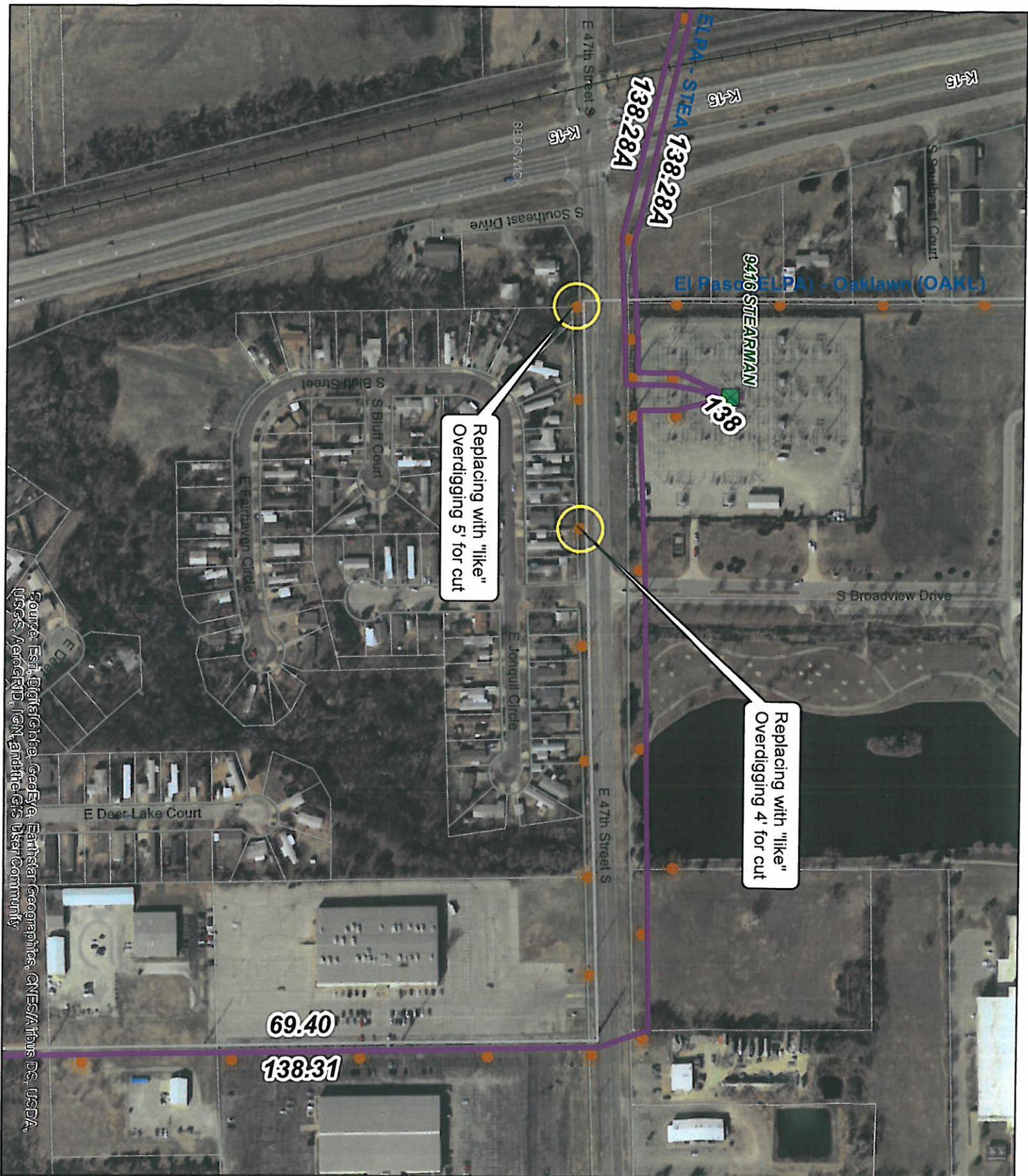
Project BI No: **??BI NUM??**

Project Name: **Line 69.40: El Paso to Oaklawn, Aviation Pathway relocation**

Proj Description: **??Overall Project Description for the B.I.??**

NTC No: N/A  
 PID\_No: N/A  
 UID\_No: N/A

	Line	TOTAL	
TOTAL CONTRACTOR COST (labor, material, vegetation)	(1)	\$12,000	
TOTAL CONTRACT ENGINEERING COST	(2)	\$0	
TOTAL REMOVAL COST	(3)	\$3,000	
TOTAL PURCHASED MATERIAL (with Sales Tax)	(4)	\$0	
TOTAL STORES MATERIAL (without Stores OH)	(5)	\$21,848	
TOTAL SITE ACQUISITION COST (without Site Acq. OH)	(6)	\$0	
Total Contingency:	(7)	\$4,238	
Total Overheads:	(8)	\$5,527	
Sub Totals: (1 throu 6)	(9)	\$46,613	
AFUDC Interest	(10)	\$2,331	
<b>Totals</b>		<b>\$48,944</b>	w/OH



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			<b>Title</b> Line 69.40; Aviation Pathway relocation				
			<b>By</b> David Stevens		<b>WR #</b>	<b>Crew HQ</b>	
			<b>Date</b> 11/9/2017		<b>Scale</b> 1 inch = 300 feet		<b>Sheet</b> Page 1
			<b>Sub/Ckt</b>		<b>Upstream Device</b>		