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Maple Grove, Minnesota 55369-4718
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MODIFICATION/RELOCATION AGREEMENT

The County of Dakota (“County”), a political subdivision of the State of Minnesota and GREAT RIVER ENERGY, agree to the following facts, terms and conditions regarding the described project:

The County prepared plans and specifications to issue a contract, for the construction of a road project being identified as, CP 91-29 C.S.A.H. 91 (Nicolai Avenue) reconstruction project located in the County of Dakota (“the project”); and

1. Certain transmission line facilities (DA-HM) owned and operated by GREAT RIVER ENERGY (“the facilities”) are currently located in part on private property and within the limits of the project where GREAT RIVER ENERGY has property rights; and
2. The County and GREAT RIVER ENERGY have determined that the facilities owned and operated by GREAT RIVER ENERGY need to be modified. GREAT RIVER ENERGY has requested reimbursement of the actual cost it incurs in relocating GREAT RIVER ENERGY’S facilities and the County agrees to reimburse GREAT RIVER ENERGY for all associated costs.

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1 - APPLICABLE LAWS, POLICIES AND PROCEDURES

THIS AGREEMENT is made in accordance with applicable federal, state and local laws and ordinances, and any other applicable laws or regulations, including any supplements or amendments thereto, and are made a part hereof by reference with the same force and effect as though fully set forth herein.

ARTICLE 2 – PLANS

MODIFICATION PLANS will be provided by GREAT RIVER ENERGY to the County as soon as they are 100% complete, indicating the facilities involved and the location of new facilities, as related to the project.

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ARTICLE 3 – ESTIMATE

ACTUAL COST BASIS, the estimated cost of the reimbursable work that will be performed by GREAT RIVER ENERGY is \$171,974.00. This estimate of cost requires the County to pay an advance payment deposit of 100% of the estimated cost to GREAT RIVER ENERGY and is required prior to any construction work starting. The breakdown of estimated cost for the work to be completed and to be paid is as follows:

Labor	\$ 129,532.00
Material	\$ 23,442.00
Land	\$ 2,000.00
Vehicle & Other	\$ 500.00
Consulting/Contracting	\$ 1,500.00
Heavy Equipment	\$ 15,000.00
<hr/> ESTIMATE TOTAL	<hr/> \$171,974.00

TOTAL DUE WITH AGREEMENT \$171,974.00

ARTICLE 4 – MODIFICATION/RELOCATION

All work to modify the facilities will be coordinated with the contractor’s base work operations within reason, which GREAT RIVER ENERGY and the County have reviewed and agreed to:

- **PERMITS.** The scope of GREAT RIVER ENERGY’S modification project may require GREAT RIVER ENERGY to acquire permits from the County, MnDOT, Corp of Engineers and/or Minnesota DNR. GREAT RIVER ENERGY will provide one copy of any permit application that is required for the project upon request, including copies of the “proposed” sketches associated with each permit application associated with this project before GREAT RIVER ENERGY begins relocating its facilities.
- **ABANDONED FACILITIES.** GREAT RIVER ENERGY will remove those existing facilities and materials which need to be removed because of project requirements and there shall be no “abandoned facilities”.

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ARTICLE 5 - TIME SCHEDULING

STARTING DATE. GREAT RIVER ENERGY will perform its work in the spring of 2023 and construction by the County is to begin in the spring of 2023. GREAT RIVER ENERGY'S modification will not be complete by the time the County begins construction and GREAT RIVER ENERGY will coordinate with the County Engineer. All work to relocate the facilities will coordinate with the contractor's base work operations, which GREAT RIVER ENERGY and the County have reviewed and agreed to.

COORDINATION. GREAT RIVER ENERGY'S construction will not be complete by the spring of 2023 and GREAT RIVER ENERGY will coordinate all modification work with the County Engineer and the contractor's operations manager regarding this project, if needed. GREAT RIVER ENERGY will relocate its transmission line in coordination with the County's construction, line strikes or unforeseen delays in delivery of necessary materials, or other unforeseen contingencies, or because of GREAT RIVER ENERGY'S need to transfer electrical energy without interruption.

If the County requires GREAT RIVER ENERGY to relocate or adjust its electric transmission line for any reason in the future, the County will reimburse GREAT RIVER ENERGY for its costs where the transmission and distribution lines are located within GREAT RIVER ENERGY's easements and inside road right of way per this modification.

ARTICLE 6 – PAYMENT

ACTUAL COST BASIS. The County will pay the **actual costs** of such construction. Such actual costs shall include the wages (including fringe benefits) of all employees of GREAT RIVER ENERGY devoting time toward design, engineering, construction, administration, or any other activity associated with said project; costs of any necessary right of way; overhead costs associated with surveying, construction and other operations in the field (including but not limited to charges for mileage, equipment rental or cost, etc.); and material cost for all items associated with said construction. The County agrees that said costs include overhead charges based on material and labor costs associated with said project.

Upon execution of the Modification/Relocation Agreement, the County will pay, in advance, \$171,974.00 to GREAT RIVER ENERGY, representing 100% of the estimated cost for relocating GREAT RIVER ENERGY'S facilities. If there are any increases anticipated outside the original scope of work, GREAT RIVER ENERGY will notify the County in advance before conducting any additional work not included in the original scope of work and shall amend this Agreement as needed.

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Upon completion of the modification project, GREAT RIVER ENERGY will furnish the County with one original invoice supported by an itemized statement of costs for relocating said GREAT RIVER ENERGY'S facilities. The County will pay GREAT RIVER ENERGY any excess of the actual costs over the estimate prepared by GREAT RIVER ENERGY, subject to the notification requirement above. Should the initial estimate deposit exceed the cost, any overpayment will be refunded to the County along with interest accrued from the day the deposit was received to the day the overpayment amount is refunded.

ARTICLE 7. – INDEMNIFICATION

GREAT RIVER ENERGY agrees it will defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, cost and damages which the County, its officers or employees may hereinafter sustain, incur or be required to pay arising out of the negligent or willful acts or omissions of GREAT RIVER ENERGY out of GREAT RIVER ENERGY'S performance or failure to adequately perform its obligations pursuant to this contract.

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466 the County agrees it will defend, indemnify and hold harmless GREAT RIVER ENERGY, its officers and employees against any and all liability, loss, cost and damages which GREAT RIVER ENERGY, its officers or employees may hereinafter sustain, incur or be required to pay arising out of the negligent or willful acts or omissions of the County or its contractor and out of the County or its contractor's performance or failure to adequately perform obligations pursuant to this contract.

IN WITNESS WHEREOF, GREAT RIVER ENERGY, CONNEXUS ENERGY and the County have caused these presents to be executed by its duly authorized officers.

GREAT RIVER ENERGY

COUNTY OF DAKOTA

By: _____
Daniel Leshner
Its: Manager, Transmission Permitting
and Land Rights

By: _____
Gregory Fischer
Its: Physical Development Division
Director

Date: _____

Date: _____

By: _____
Joseph Marek
Assistant Dakota County Attorney

Date: _____