

### REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into and effective this 24<sup>th</sup> day of May, 2021, by and between Sprint Communications Company L.P., a Delaware limited partnership, and its successors and assigns ("Sprint"), whose mailing address is 6220 Sprint Parkway, KSOPHD0101-Z2040, Overland Park, KS 66251, and Dakota County, Minnesota ("County"), whose mailing address is 14955 Galaxie Ave, Apple Valley, MN 55124.

### BACKGROUND

A. County desires to construct a new bridge over 280th street where it crosses the Canadian Pacific Railway ("CP") tracks south of Castle Rock, Minnesota on the route of the CP right of way ("Project"). Sprint owns fiber optic cable and other equipment within the aforementioned right of way as a result of an Easement Agreement between Sprint and CP dated May 30, 1986; and,

B. As a result of the construction for the Project, it is necessary for Sprint to relocate its facilities in accordance with, and as more particularly described, in the attached **Exhibit A** ("Engineering Drawing") and **Exhibit B** ("Scope of Work"), and incorporated herein; and,

C. Sprint, under the terms hereinafter stated, is willing to relocate its fiber optic cable and equipment within the CP right of way, and to accommodate County's work if County reimburses Sprint for all of its actual costs, both direct and indirect, in making the modifications.

### AGREEMENT

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, Sprint and County agree as follows:

1. Sprint will perform the necessary relocation work in accordance with the attached Exhibits A and B ("Work") subject to the terms and provisions of this Agreement.
2. County may, at its own expense, inspect any construction by Sprint hereunder, to assure itself that Sprint work is being performed in accordance with the Scope of Work.
3. County will bear and be responsible for and pay in accordance herewith all direct costs incurred by Sprint relating to the relocation Work, including, but not limited to, labor, materials, construction, damages (other than those caused by Sprint) administrative overhead, and engineering review work, taxes and legal fees.
4. The total cost of the Work is estimated to be Eighty Thousand Five-Hundred and Ninety-One Dollars and Ninety-Six Cents (\$80,591.96), as set forth in **Exhibit B**. Final actual costs may be more or less than the estimate, which will not be construed as a limitation of costs for the Work. Sprint will promptly provide notice to County if it becomes obvious to Sprint that the final actual costs will exceed the estimate by more than fifteen percent (15%).
5. Sprint will act as the paying agent for all payments associated with the Work. Upon presentation of an itemized claim for reimbursement from Sprint to the County, the County shall reimburse the invoicing agency for the costs incurred under this Agreement within 30 days from the presentation of the claim. If an invoice is incorrect or defective, the County shall notify Sprint within five business days of the date of receipt. If any portion of an itemized claim is questioned in good faith, the amount of the claim not in question shall be promptly paid within the 30-day time period set forth above and shall be accompanied by a written explanation concerning the amount in question.
6. Within a reasonable period of time after Sprint pays all of the invoices associated with the Project and the as-built drawings are complete, Sprint will furnish an accounting of final actual costs and

provide County an invoice of the same. County must pay the full amount of such invoice within thirty (30) days after receipt. Payments shall be sent to:

UMB Bank  
Sprint  
P.O. Box 871197  
Kansas City, MO 64187  
PID 92766E143

7. All operations and work performed by County above or adjacent to the fiber optic cable location must be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and government regulations.

8. Exclusive of Saturday, Sunday and legal holidays, notice must be given to Sprint by County, at least 48 hours in advance of commencement of any work on or adjacent to the fiber optic cable. This notification requirement only applies to the first time County or its contractor(s) commences work on or adjacent to the fiber optic cable. The notice shall be given to Sprint at telephone number 1-800-521-0579.

9. If County breaches any of the terms, covenants or provisions of this Agreement, and upon not less than 30 days written notice to the County and County's failure to cure default, Sprint may (i) seek specific performance of the underperformed obligations, (ii) perform County's obligations, or (iii) terminate the Agreement. In the event Sprint elects to perform County's obligations pursuant to the foregoing sentence, County shall reimburse Sprint for all of Sprint's reasonable costs to perform any such obligations, together with interest thereon at the greater of (i) eight percent (8%) or (ii) the maximum rate permitted by applicable law, within 30 days of Sprint's delivery to County of demand for payment. Sprint's remedies set forth in this section shall be in addition to, and not in limitation of, any other remedies that Sprint may have at law or in equity.

10. To the extent permitted by applicable law, County will indemnify, defend, and hold Sprint, its officers, directors, agents, and employees harmless from all loss, claims, liability and costs incurred by Sprint, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorneys' fees, which arise out of the negligent or willful acts or omissions of County, its contractors, subcontractors, representatives, agents, or employees with respect to the Project, including, but not limited to, the construction, maintenance, presence on the right of way, or other operations or activities of County, except to the extent such loss, claims, liability and costs, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorneys' fees, arise out of or are caused by the negligence or willful misconduct of Sprint or its contractors, subcontractors, representatives, agents, or employees. Nothing herein is nor shall be deemed or interpreted as a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws shall govern the liability of the County. This indemnity provision shall survive expiration or termination of this Agreement.

11. Sprint will indemnify, defend, and hold the County, its officers, directors, commissioners, agents, and employees harmless from all loss, claims, liability and costs incurred by County, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorneys' fees, which arise out of the negligent or willful acts or omissions of Sprint, its contractors, subcontractors, representatives, agents, or employees with respect to the Work, including, but not limited to, the construction, relocation, maintenance, presence on the right of way, utility easements, or other operations or activities of Sprint, except to the extent such loss, claims, liability and costs, including, without limitation, losses resulting from claims for damages to property or injuries to or death of persons, judgments, court costs and attorneys' fees, arise out of or are caused by the negligence or willful misconduct of the County or its contractors, subcontractors, representatives, agents, or employees. This indemnity provision shall survive expiration or termination of this Agreement.

12. It is expressly understood by the parties that Sprint is not abandoning any right, title or interest it may have in the right of way, all such rights, title and interest being expressly reserved.

13. It is expressly understood by the parties that there is a shortage in the availability of fiber optic cable due a reduction in supply. Sprint shall not be held responsible for Project delays due to delays in the availability of fiber optic cable or other components.

14. Except as otherwise specifically provided in this Agreement, neither party shall be in default under this Agreement if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, excepting County's obligation to make payments required hereunder, is caused by any of the following conditions, and such party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delays: unforeseen act of God; fire; flood; fiber, cable, conduit or other material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; lack of or delay in transportation not resulting from the responsible party's act or omission to act; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; any other cause beyond the reasonable control of such party (each a "Force Majeure Event"). The party claiming relief of a Force Majeure Event must promptly notify the other in writing of the existence of the event relied on and the cessation or termination of the event.

15. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the fiber optic cable modification work by and between Sprint and County.

16. The terms of this Agreement shall be binding and inure to the benefits of the parties hereto and their successors and assigns.

17. All costs for flagging, if necessitated by the Work, by CP will be at County's expense.

18. Notwithstanding anything to the contrary contained herein, Sprint will not be required to perform any cable modification work contemplated by this Agreement during the period of November 15th of any year through January 2nd of the following year.

The parties have caused this Agreement to be executed by their proper duly authorized officials as of the dates indicated below.

**SPRINT COMMUNICATIONS COMPANY L.P.**

DocuSigned by:  
BY: David Walker  
DBC3AA10EAS9A430...

David Walker, Sr. Vice President, Technology Services Delivery & Operations

DATE: 4/30/2021

*T-Mobile Legal Approval:*

DocuSigned by:  
By: Todd Goodwin  
2009E4389F30485...

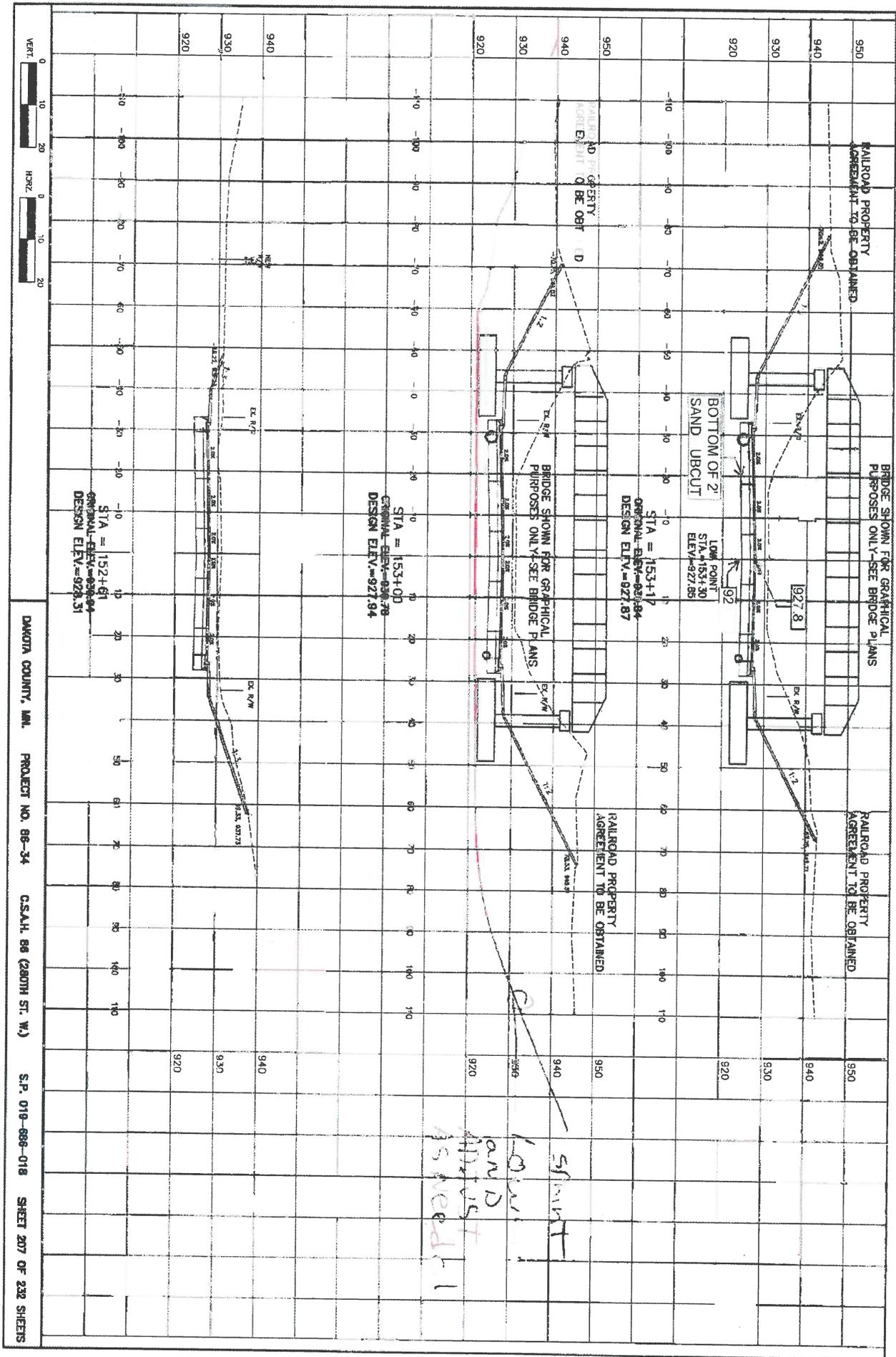
Todd Goodwin  
Sr. Corporate Counsel

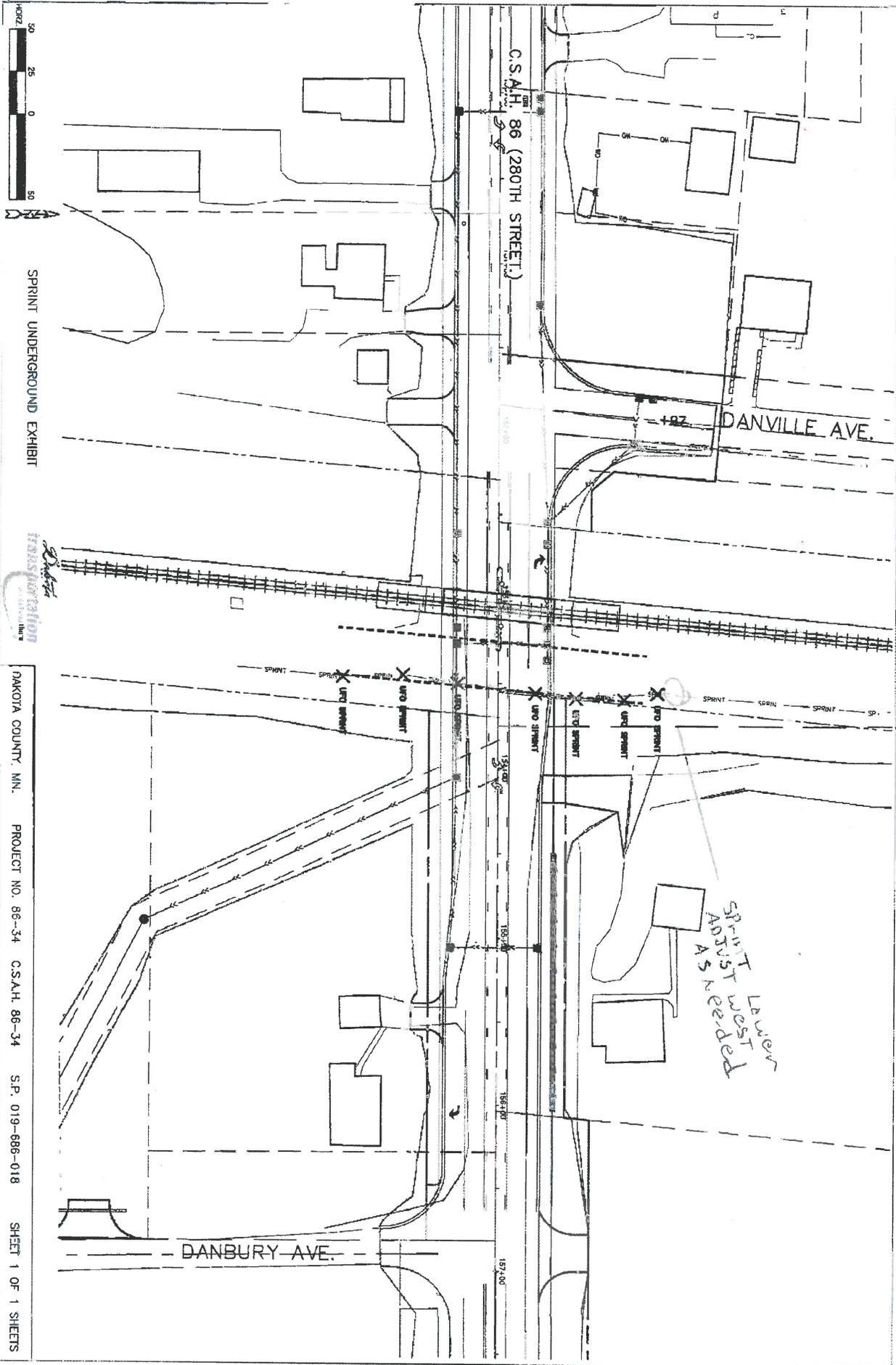
Dakota County Contract #C0033615

DAK DocuSigned by: **MINNESOTA**  
 BY: Steve Mielke  
2F374ADAEDF34F4...  
 TITLE: Director  
 DATE: 05/24/2021 | 10:22 AM CDT

**APPROVED AS TO FORM:**

BY: [Signature]  
 TITLE: Assistant Dakota County Attorney  
 DATE: 5/24/21  
KS-21-96  
**COUNTY BOARD RESOLUTION**  
 No. 21-278 Date: 5/18/21





SPRINT UNDERGROUND EXHIBIT



DAKOTA COUNTY, MN.

PROJECT NO. 86-34

C.S.A.H. 86-34

S.P. 019-686-018

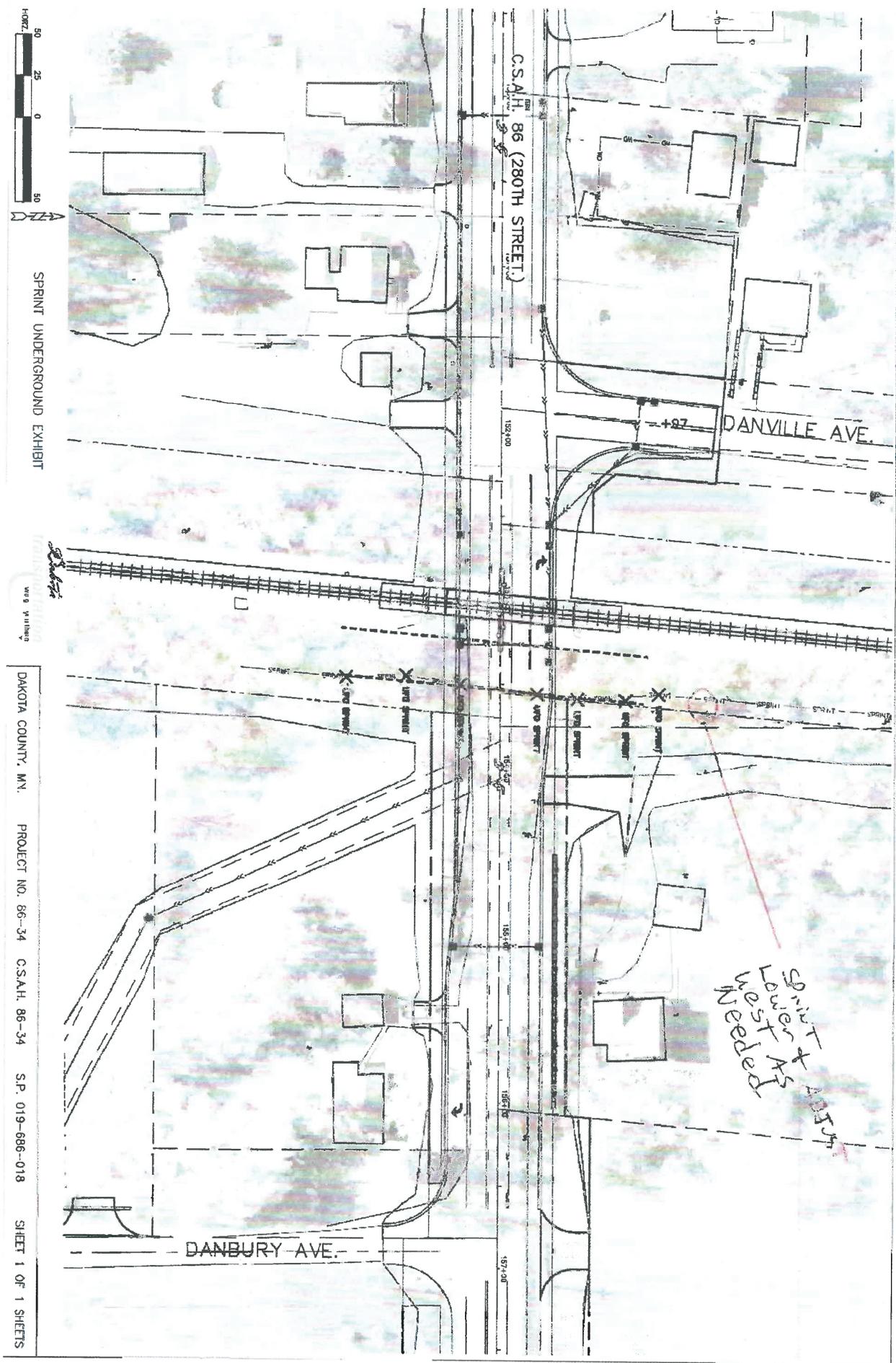
SHEET 1 OF 1 SHEETS

LOWER SPRINT WOST ADJUST NEEDED AS NEEDED

C.S.A.H. 86 (280TH STREET)

DANVILLE AVE.

DANBURY AVE.



SPRINT UNDERGROUND EXHIBIT

DATE 9/11/10

DAKOTA COUNTY, MN. PROJECT NO. 86-34 C.S.A.H. 86-34 S.P. 019-686-018 SHEET 1 OF 1 SHEETS

*SPRINT + Lower As Needed*

PROJECT	ROADWAY
NO. 137	ST. PAUL
DATE	11-01-95
BY	...
SCALE	1" = 40'

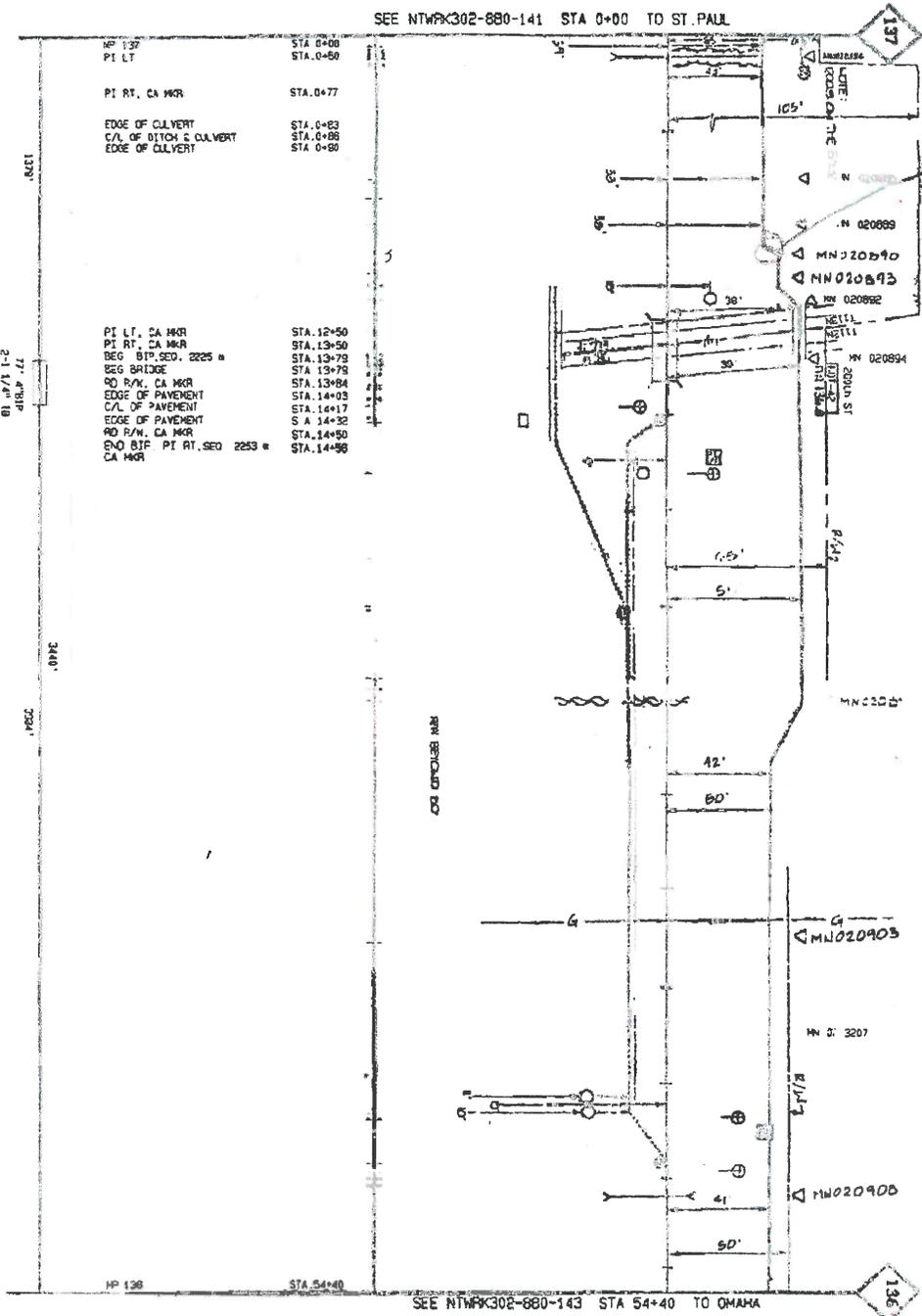


**PROPRIETARY INFORMATION**  
NOT FOR DISCLOSURE OR REPRODUCTION

NO.	DATE	DESCRIPTION
1	11-01-95	...
2	...	...

OLD DRAWING NUMBER  
NO. 01010

**Sprint**  
FIBER OPTIC ROUTE RECORD DRAWING  
CABLE ROUTE DETAIL  
ST. PAUL, MN - 00004 NE



NO. 137	STA. 0+00
PI LT	STA. 0+50
PI RT, CA MKR	STA. 0+77
EDGE OF CULVERT	STA. 0+83
C/L OF DITCH & DUAVERT	STA. 0+88
EDGE OF CULVERT	STA. 0+80
PI LT, CA MKR	STA. 12+50
PI RT, CA MKR	STA. 13+50
REG. STR. SED. 2225'	STA. 13+78
REG. BRIDGE	STA. 13+78
RD R/W, CA MKR	STA. 13+84
EDGE OF PAVEMENT	STA. 14+03
C/L OF PAVEMENT	STA. 14+17
EDGE OF PAVEMENT	STA. 14+30
RD R/W, CA MKR	STA. 14+40
END STR. PI RT, SED. 2225'	STA. 14+56
CA MKR	

*ADJUST AS Needed*



## Exhibit "B"

### County Road 86 Detailed Scope of Work

**Problem:**

Sprint/T-mobile fiber is on the east side of the CPRR tracks and will be affected by sheeting, shoo fly and grade changes.

**Solution:**

Expose 300 feet of the fiber cable lower in place and shift it west 2 feet.

**Equipment required:**

Low boy, tractor trailers, trucks to get equipment and tools to site and back **This is part of Mobe and De Mobe**

Medium size track hoe to expose cable with and back fill with

Skid steer to move spoils as needed

Earth compactor/remote sheep's foot to compact trench as we backfill so road does not sink.

**Work:**

WE WILL ASSUME THE ENTIRE AREA IS GRUBBED AND CLEARED BEFORE WE START.

Road will have to be closed for 2-3 days minimum.

Our work has to be done before the shoo fly sheeting is placed.

The fiber optic cable is in 4" Steel across road now.

We will start digging with the track hoe on north end 150 feet north of 86<sup>th</sup>. We will expose the cable at this point and dig south digging on the west side of the cable and as we go south our trench will be dug deeper as we get to the roadbed. The cable will be shifted west the width of the trench, this will give slack that we need. We hope to lower the cable and steel 4 feet as we shift it closer to the rail. This shift will help clear the new sheeting and accomplish the steel to clear the of the grade change in the roadbed. The primary tools here are the track hoe and hand digging to expose the fiber and the 4" steel. This exposure will continue across the roadbed and go 150 feet south of the road. This will all have to be done in on continuous dig as we need all this exposed at one time so we can take advantage of all the slack in one move. The materials that are removed from the roadbed will have to be evaluated as to the quality of the spoil. Is it suitable to place back in the roadbed? If it is not, then suitable class 5 will have to be purchased and placed in the roadbed so decent compaction can be completed. Once the cable and steel have been located to its new location the skid steer and sheep's foot compaction will come into play. I hope the 300 feet can all be exposed in one long workday and all the cable and steel pipe can be shifted to its new location and deeper. Day two and three would be backfilling using the Skid steer, track hoe and using the sheep's foot. We will be moving a lot of soil and backfilling will be slow to get the compaction correct. A warning tape will be installed 16" above the cable the entire way. The compaction will have to be done for the entire 300 feet for the safety of the cable, trains, and the road. My original estimate was a four-day project just in case.

## COST ESTIMATE

## Contract Labor Costs

ITEM	UNIT	EST.QTY	Labor	Total
1 Grub & Clear 10' Width	LT	1	\$	\$ 4,000.00
2 Move and De Move	It	1	\$ 2,500.00	\$ 2,500.00
3 Install 2" HDPE split conduit over three conduits install split 4" PVC over all close up	LF	140	\$ 4.00	\$ 560.00
4 operator hours	HR	80	\$ 65.00	\$ 5,200.00
5 Sheeps foot compactor	HR	30	\$ 50.00	\$ 1,500.00
6 Install 3x5x3 Double Lid Handholds - Telecom Locate lids.	EA			\$ -
7 Pick up	HR	40	\$ 65.00	\$ 2,600.00
8 Two ton truck	HR	40	\$ 85.00	\$ 3,400.00
9 Track Hoe	HR	40	\$ 120.00	\$ 4,800.00
10 skid steer	HR	30	\$ 65.00	\$ 1,950.00
11 labor hours	HR	40	\$ 65.00	\$ 2,600.00
12 Rock Bore	LF			\$ -
13 Laborer/Operator/Equipment support for cutover	Lump Sum			\$ -
14 Remove old fiber	LF			\$ -
15 Remove poles installed in Phase 1	EA			\$ -
16 Remove Handhole on N. Side of Lazelle Rd after cutover.	EA			\$ -

Total Contract Labor Costs

**\$29,110.00**Contract Engineering  
& Inspection

ITEM	UNIT	EST.QTY	Labor	Total
1 Design	Days	10	\$ 100.00	\$ 1,000.00
2 Inspection	Days	10	\$ 1,000.00	\$ 10,000.00
3 As-Built drafting	Hours	5	\$ 100.00	\$ 500.00

Total Engineering Costs

**\$11,500.00**Contractor Supplied  
Materials

ITEM	UNIT	EST.QTY	Material	Total
1 Temporary Shoring Box	EA			\$ -
2 1.25" SDR 11 Duct	LF			\$ -
3 2" split HDPE	LF	840	\$ 2.00	\$ 1,680.00
4 3x5x3 Bottomless double lid - Telecom Locate lids.	EA			\$ -
5 split 4" PVC	LF	140	\$ 10.00	\$ 1,400.00
6 4" GIP	LF			\$ -

Total Material Costs

**\$3,080.00**

**COST ESTIMATE**

**Sprint Material Costs**

ITEM	UNIT	EST.QTY	Material	Total
Tyco B Splice Closure	EA			\$0.00
Tyco Splice Trays	EA			\$0.00
Marker Poles	EA	2	\$50.00	\$100.00
warning tape 16 inches above the cable	FT	300	\$0.85	\$255.00

**Total Sprint Material Costs** **\$355.00**

**Sprint Internal Labor**

ITEM	UNIT	QTY	Rate	Total
Engineering Dans admin time	Hour	80	\$110.00	\$8,800.00
Splicing & Testing	Hour			\$0.00
G&A	%		27.63%	

**Total Sprint internal Costs** **\$8,800.00**

**Sprint Paid Services**

ITEM	UNIT	QTY	Rate	Total
Railroad Flagging	Day	4	\$ 1,750.00	\$ 7,000.00
Railroad Plan Submittal	Lump Sum	1	\$ 500.00	\$ 500.00
Railroad Inspection	Day	4	\$ 700.00	\$ 2,800.00

**Total Services Cost** **\$ 10,300.00**

**Sprint G&A OH** **27.63%**  
**\$ 17,446.96**

**Total Project Cost** **\$80,591.96**

**Certificate Of Completion**

Envelope Id: 585E6A6B17DC40FC9C2CB96CF2BC178C	Status: Completed
Subject: Please DocuSign: Sprint Request.pdf, SPRINT - CONTRACT #C0033615 - RES NO 21-278 - Reimburseme...	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Wanda Rodriguez
Time Zone: (UTC-06:00) Central Time (US & Canada)	1590 Highway 55
	Hastings, MN 55033
	Wanda.rodriquez@co.dakota.mn.us
	IP Address: 97.91.96.42

**Record Tracking**

Status: Original	Holder: Wanda Rodriguez	Location: DocuSign
5/24/2021 10:16:58 AM	Wanda.rodriquez@co.dakota.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Dakota County	Location: DocuSign

**Signer Events**

Steve Mielke  
 steve.mielke@co.dakota.mn.us  
 Physical Development Director  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 2F374ADAEDF34F4...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 68.117.52.37

**Timestamp**

Sent: 5/24/2021 10:20:15 AM  
 Viewed: 5/24/2021 10:22:27 AM  
 Signed: 5/24/2021 10:22:37 AM

**Electronic Record and Signature Disclosure:**

Accepted: 4/15/2020 3:23:41 PM  
 ID: 75ee0af5-c665-44ac-8fa3-4cf965946b45

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2021 10:20:15 AM
Certified Delivered	Security Checked	5/24/2021 10:22:27 AM
Signing Complete	Security Checked	5/24/2021 10:22:37 AM
Completed	Security Checked	5/24/2021 10:22:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		