

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

BEACON STREET COORIDOR IMPROVEMENTS PROJECTIMD-8077-00(002)LPA/106639-820500JONES COUNTY, MISSISSIPPI

This agreement, entered into as of the date of the last signature, by and between Mississippi Power Company hereinafter referred to as the COMPANY, and the City of Laurel, hereinafter referred to as the COMMISSION, for the adjustment of the facilities of the Company necessitated by the construction of a roadway under the Mississippi Department of Transportation (MDOT) Local Public Agency (LPA) Program.

1. That the COMMISSION will submit a project for highway construction being a section of the Leontyne Price Boulevard known as No. IMD-8077-00(002)LPA/106639-820500 in Jones County, and to be designed as Beacon Street Corridor Improvements; and will recommend its approval by the Federal Highway Administration for construction with fund apportioned to the State under Federal Aid allotment: and,
2. That right of way for the proposed new road will pass over and include certain property interests of the COMPANY as defined by Paragraph 107(a) of Federal Highway Administration 23CFR645A upon which it has heretofore constructed and is now maintaining its electric power facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed highway construction will necessitate certain adjustments, removals and /or alterations of the existing facilities of the COMPANY as shown by the COMPANY'S plans and estimate of cost attached hereto and made a part of this agreement by reference; and,
4. That the proposed adjustment will not result in a credit for accrued depreciation of the COMPANY'S system; and,
5. That the COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated (certification attached as ATTACHMENT A).
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$669,666.00 as shown by the COMPANY'S estimate. That the total estimated cost to the CITY for actual nonbetterment work will be approximately \$331,380.00 49.5%; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$338,286.00 50.5%; and,
7. That the COMPANY will commence the work on or before the 1st day of November, 2018 and have it completed on or before the 30th day of April, 2019. The COMPANY shall be responsible for any delay to the construction of the project caused by the failure of the COMPANY to have its facilities moved on the aforementioned date; and,
8. That the COMPANY will procure the work provided for in this agreement by the method checked below:
☒ BY COMPANY'S REGULAR FORCES: The COMPANY proposes to use their regular construction or maintenance crews and personnel at its standard schedule of wages and working hours and working in accordance with the terms of its agreement with such employees: or,

☐ **BY CONTRACT:** The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. Therefore, the COMPANY subject to prior approval of the COMMISSION and Federal Highway Administration proposes to contract the work covered by this agreement in accordance with the provisions of 23CFR645A. The items of work to be accomplished by contract and the names of the qualified contractors whose services will be solicited are shown in the COMPANY'S estimate; or,

☒ **BY EXISTING CONTINUING CONTRACT:** Subject to prior approval of the COMMISSION and the Federal Highway Administration the COMPANY proposed to use an existing continuing contract under which certain work as shown by the COMPANY'S estimate is regularly performed by the COMPANY and under which the lowest available costs are developed. The name of the Contractor is listed in the COMPANY'S estimate.

9. That the method used by the COMPANY in developing the relocation costs except for Lump-Sum shall be in accordance with Paragraph 117 of 23CFR645A; Indicate here is Lump-Sum ☐ or Actual Cost ☒; and

10. That the COMPANY shall make the most economical type adjustments, removal, and/or alterations of its facilities as will satisfactorily meet the same service requirements of the old facility; and,

11. That the COMMISSION will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of CITY shall not exceed 115% of its assigned share of the estimated net Actual Cost without a Supplemental Utility Agreement agreed to by the parties and executed prior to COMMISSION'S payment of the final bill, and COMMISSION shall reimburse COMPANY only for costs that are eligible for payment according to 23CFR645A; and,

12. That all cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the COMMISSION and the Federal Highway Administration; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all Federal laws, rules, regulations, orders and approval applying to it as a Federal Project, as well as all Buy America requirements as specified in 23 U.S.C. 313 and 23 CFR 635; and that the COMMISSION shall reimburse the COMPANY as provided above for only such items of work and expense and in such amounts and forms as are proper and eligible for payment according to 23CFR645A; and,

14. It is understood and agreed by and between the parties hereto that adjustments, removals, and/or alterations of the facilities to be made shall be made according to the plans and estimates attached hereto, which plans and estimates are hereby approved as to sufficiency thereof, and are incorporated herein and made a part hereof, and the COMMISSION shall pay the cost thereof according to the terms of this agreement, subject only to the provisions of paragraph 10 above. For the same consideration to be paid herein, the COMPANY does hereby agree to subordinate unto the COMMISSION such surface rights, subsurface rights or air rights, as the case maybe, in and to the property interests covered by the agreement, to the full extent of the needs and demands of the COMMISSION in its use thereof for the purpose of this agreement. Further, should the COMMISSION find it necessary or desirable to change the design, construction, and/or maintenance plans to an extent that will require additional adjustments, removals, and/or alterations in the facilities covered hereby, which remained within the existing easement or other property interest of the COMPANY, the COMPANY will make such further adjustments, removals, and/or alterations as may be necessary according to the methods hereinabove set out, and the COMMISSION will pay therefore such sums as may be mutually agreed upon, subject only to the provisions of paragraph 10 above. However, should the COMPANY for its own purposes need or desire to expand, alter, adjust, remove, relocate, service or maintain the facilities covered by this agreement, the COMPANY agrees to make application to the COMMISSION for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

WITNESS this my signature in execution hereof, this the _____ day of _____, 2018.

NAME OF COMPANY

Witness as to Company

BY _____
Title

Attest _____

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____, 2018.

CITY OF LAUREL

Witness as to City

BY _____
Mayor

BOOK _____ PAGES _____ & _____

Attest:

City Clerk

(SEAL)

Initial _____

ATTACHMENT A

C E R T I F I C A T I O N

COMPANY hereby certifies it is not eligible for 100% reimbursement of utility relocation costs in accordance with Senate Bill 2183 or Senate Bill 2250 amending Section 65-1-8, Mississippi Code 1972 Annotated, and the MDOT will be notified, immediately, in the event of any change in status of eligibility. By this certification, COMPANY understands that, should it be determined that this certification of eligibility was falsified by mistake of otherwise does not meet the Legal requirements, reimbursement of utility relocation costs will be based on property interest; and that COMPANY would be held responsible for the reimbursement of costs expended by the MDOT.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the _____ day of _____, 20_____.

NAME OF COMPANY

Witness as to Company

BY _____
Title

Attest _____

(CORPORATE SEAL)

Initial _____

March 2, 2018

Mayor Johnny Magee
City of Laurel
P. O. Box 647
Laurel, Mississippi 39441

Dear Mayor Magee:

In order to provide continued support for the City of Laurel's planned improvements along Leontyne Price Boulevard (aka, Beacon St), Mississippi Power Company is providing herein a revised proposal to relocate our overhead facilities. Since our proposal dated September 8, 2017, our understanding is that there have been no substantive changes to the project that would impact our previous design. Therefore, the estimate below reflects only a small increase in certain material prices.

Regarding the rationale of our proposed cost, when MPC's facilities are in public right-of-way and conflict with proposed road construction, we typically relocate/rebuild to a location immediately outside, but directly adjacent to, the right-of-way of concern, primarily because it is the least expensive way to eliminate the conflict and allow continuity of electric operations. However, due to specific requests by the City, MPC will reroute our line to adjacent thoroughfares which will require additional cost.

There are 25 poles that currently exist along the route of proposed construction to which MPC facilities are attached and/or are owned by MPC. 21 of these poles are inside existing right-of-way, for which MPC will bear the relocation cost; 4 are outside the right-of-way but still require relocation to accommodate proposed roadway improvements, the cost for relocating these to be borne by the City. Rerouting the distribution circuit will require the following list of new material to be installed to complete the project:

New Poles = 61

Overhead conductor = 23,000 ft.

Underground conduit bore:

1 pipe x 4" = 2,800 ft.

3 pipes x 4" = 1,600 ft.

Underground cable = 14,000 ft.

Mississippi Power will maintain their support of the project by contributing \$338,286 toward the total cost of the relocation expense. The remaining cost will be the responsibility of the City, as indicated below.

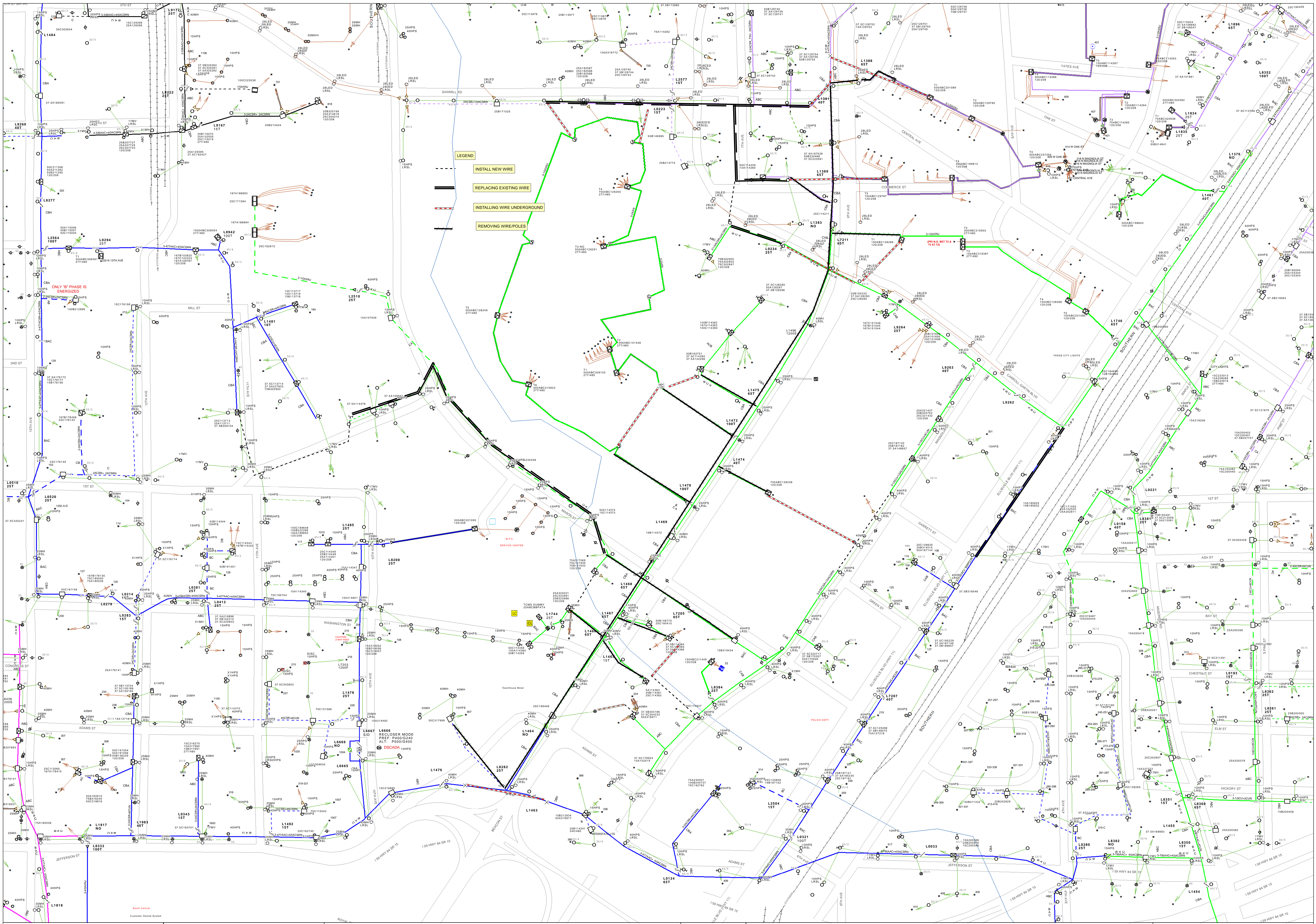
MPC	50.5%	\$ 338,286
City of Laurel	49.5%	<u>\$ 331,380</u>
Total		\$ 669,666

We understand that construction on this project by the City of Laurel will likely begin during the third quarter of 2018 or sometime thereafter. This cost estimate is effective for 60 days from the date of this letter and if not accepted by the end of that time will need to be revised to reflect current site conditions, as well as updated labor and material costs. Also, if at any time a scope change occurs that could affect our current design and/or construction plan, it may necessitate a subsequent cost update. If you have any questions, or if you would like to discuss further, please do not hesitate to call at your convenience.

Sincerely,

Chris Phillips
Area Manager

cc: Mandy Hegwood, Neel-Schaffer Engineering
Scott Strahan, Mississippi Power Company



Drawn By:
mware

Date:
7/21/2015

1 inch = 105 feet

