

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

UTILITY AGREEMENT

BEACON STREET COORIDOR IMPROVEMENTS PROJECT

IMD-8077-00(002)LPA/106639-820500

JONES COUNTY, MISSISSIPPI

This agreement, entered into as of the date of the last signature, by and between BellSouth Telecommunications LLC, d/b/a AT&T Mississippi 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 Telecommunication 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 \$ 427,800.00 as shown by the COMPANY'S estimate. That the total estimated cost to the CITY for actual nonbetterment work will be approximately \$ 193,600.00 , 45%; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 234,200.00 , 58%; and,
7. That the COMPANY will commence the work on or before the 1st day of June , 2019 and have it completed on or before the 31st day of October , 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 assuming all roadblocks have been completed before the Company commences its work; 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 _____, 2019.

BellSouth Telecommunications LLC d/b/a AT&T Mississippi
NAME OF COMPANY

Witness as to Company

BY: _____
Director Construction and Engineering LA & MS

Attest Dale Primeaux

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____, 2019.

CITY OF LAUREL

Witness as to City

BY _____
Mayor

BOOK _____ PAGES _____ & _____

Attest:

City Clerk

(SEAL)

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_____.

BellSouth Telecommunications LLC, d/b/a AT&T Mississippi

NAME OF COMPANY

Witness as to Company

BY: _____
Director Construction and Engineering LA & MS

Attest Dale Primeaux

(CORPORATE SEAL)

Initial _____



AT&T Mississippi
David Godbold
100 Brunie St.
Hattiesburg, MS 39401

May 2, 2019

Mayor Johnny Magee
401 N 5th Ave
Laurel, MS 39440

Mayor Magee,

Please find attached a signed copy of the AT&T's Utility Agreement for the Beacon Street Corridor Improvement project. The estimated total cost of AT&T's necessary work for this project is \$427,800.00. Of that total AT&T views \$234,200.00 to be betterment and this work will be done at the company's expense. The remaining \$186,900.00 was determined to be billable to the City of Laurel as it is non-betterment work. As part of AT&T's standard billing practices an additional \$6,700.00, or 3.6% of the billable work, will be charged to cover overhead expenses associated with execution of this project.

To provide for the future needs of the AT&T's network, fiber was placed along the entirety of the proposed buried route. This will allow the company to serve businesses in the future with minimal disruption to the aesthetic of this improvement project. AT&T views all fiber, and the facilities through which the fiber is placed, as betterment. The associated estimated costs for these placements are as follows:

- The estimated cost of cables is \$16,700.00
- The estimated cost of miscellaneous materials used in placement of these items is \$4,400.00
- The estimated contractor costs for placement of handholes, conduit, and cable is \$154,200.00
- The estimated AT&T Construction costs associated with placement of fiber cable and materials are \$5,200.00
- The estimated AT&T Construction costs associated with splicing and grounding cables are \$10,400.00
- The estimated Engineering costs for contract and internal fielding, design, and administrative work are \$43,300.00
- Total estimated betterment cost is \$234,200.00

The remainder of the costs, which include removal of existing aerial facilities and placement of new buried copper cables are viewed as reimbursable by AT&T from the City of Laurel. The estimated costs for this work are as follows:

- The estimated costs for the placement of new poles, down guys, and anchors are \$1,500.00
- The estimated costs for removal of existing AT&T-owned poles, guys, and anchors are \$3,300.00
- The estimated costs for removal of existing cable and equipment are \$29,500.00
- The estimated cost of new copper cable is \$40,700.00
- The estimated cost of miscellaneous materials used in placement of these items is \$11,600.00



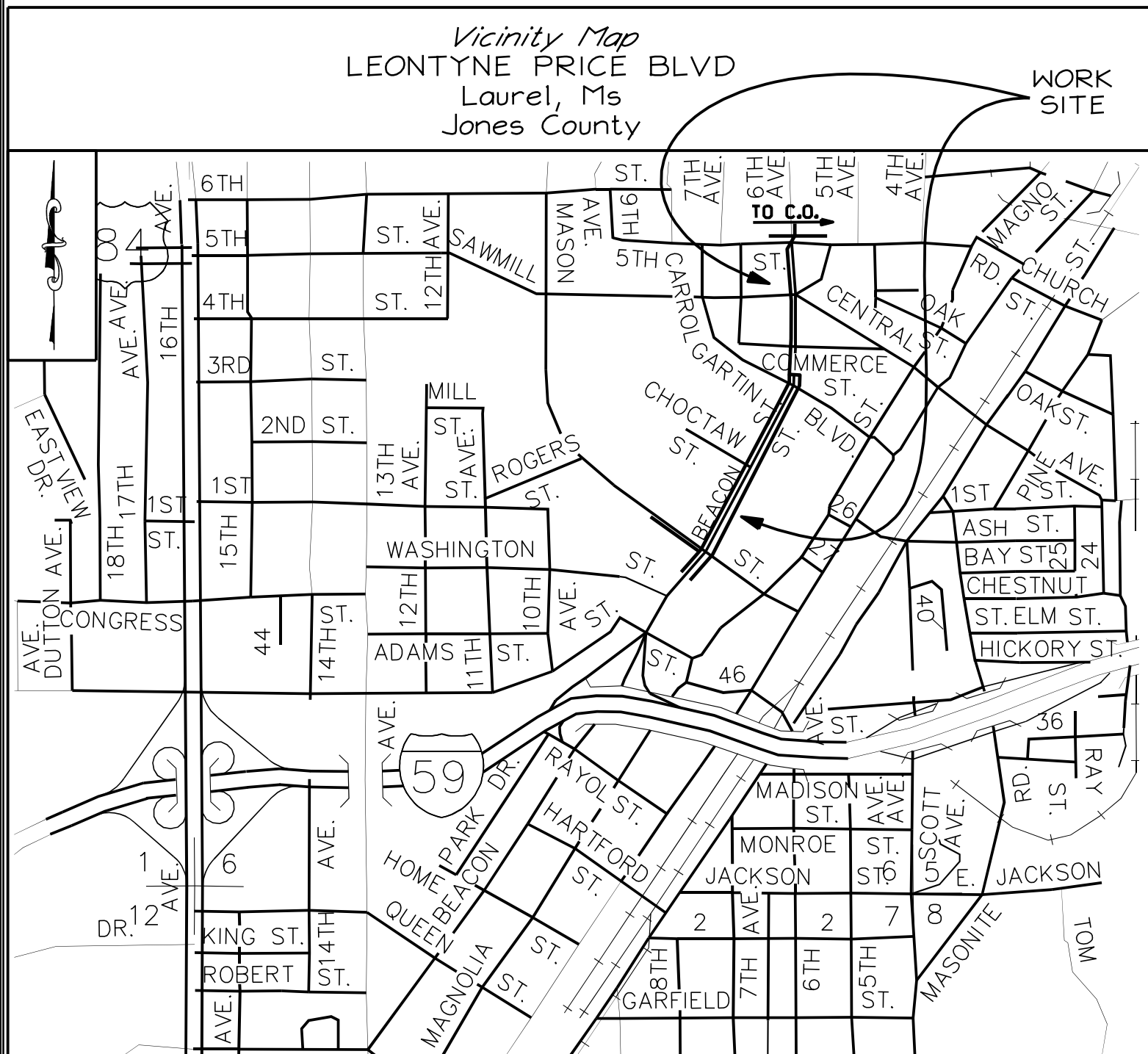
- The estimated contractor cost for placement of new cable, fiber-less conduit, and ground beds where fiber isn't present is \$26,000.00
- The estimated AT&T constructions cost associated with placement of new copper cable and materials is \$15,000.00
- The estimated AT&T construction cost associated with splicing and grounding cables are \$38,700.00
- The estimated Engineering cost for contract and AT&T fielding, design, and administrative work is \$38,900.00
- The standard overhead amount charged to all AT&T billable jobs of 3.6% of reimbursable costs is \$6,700.00
- The total estimated reimbursable cost is \$193,600.00

Please do not hesitate to contact me with any questions regarding this estimate and the work it is associated with at 601-545-7672 or dg879r@att.com.

Thank you,

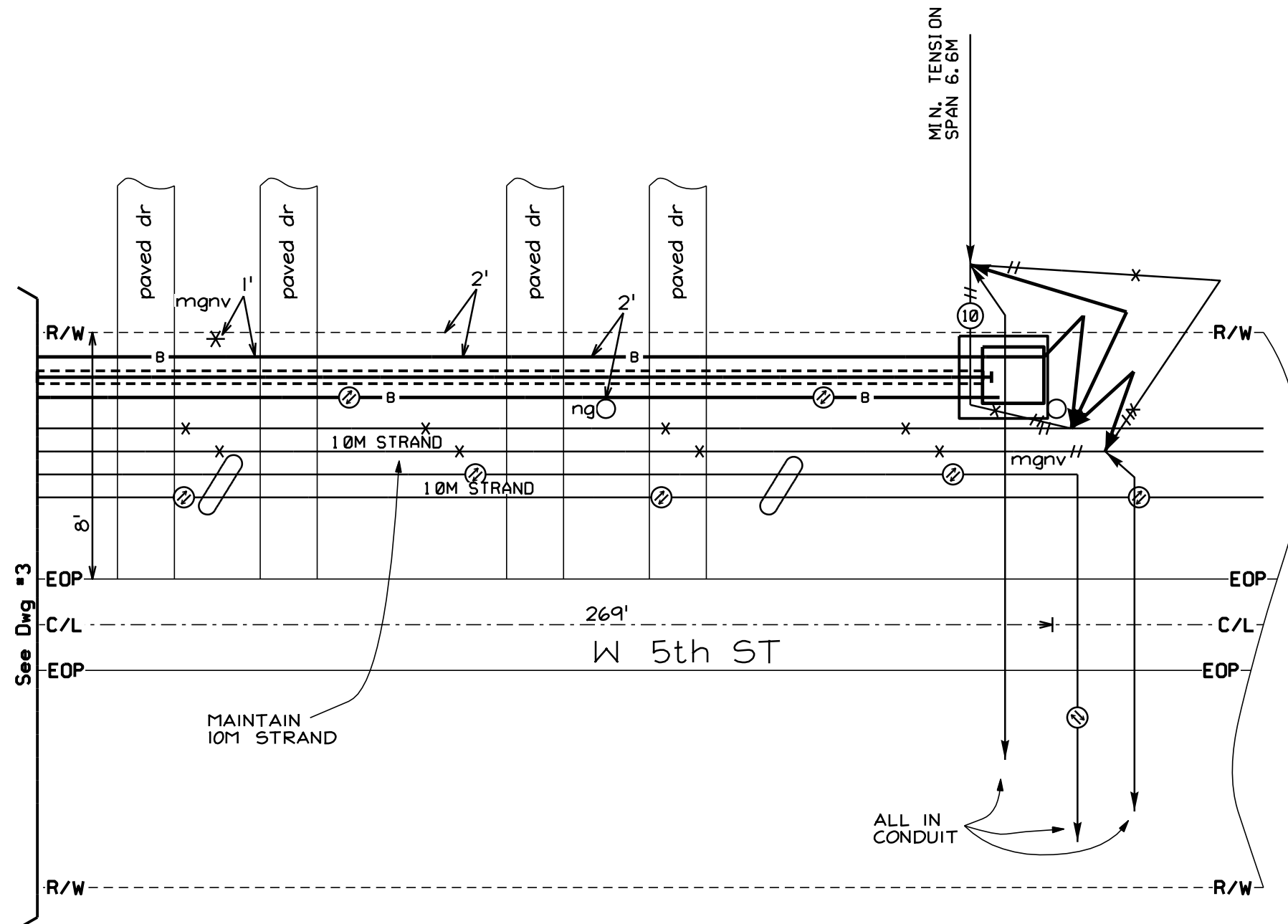
A handwritten signature in blue ink, appearing to read "David Godbold", written over the "Thank you," text.

David Godbold
Outside Plant Engineer
AT&T Mississippi

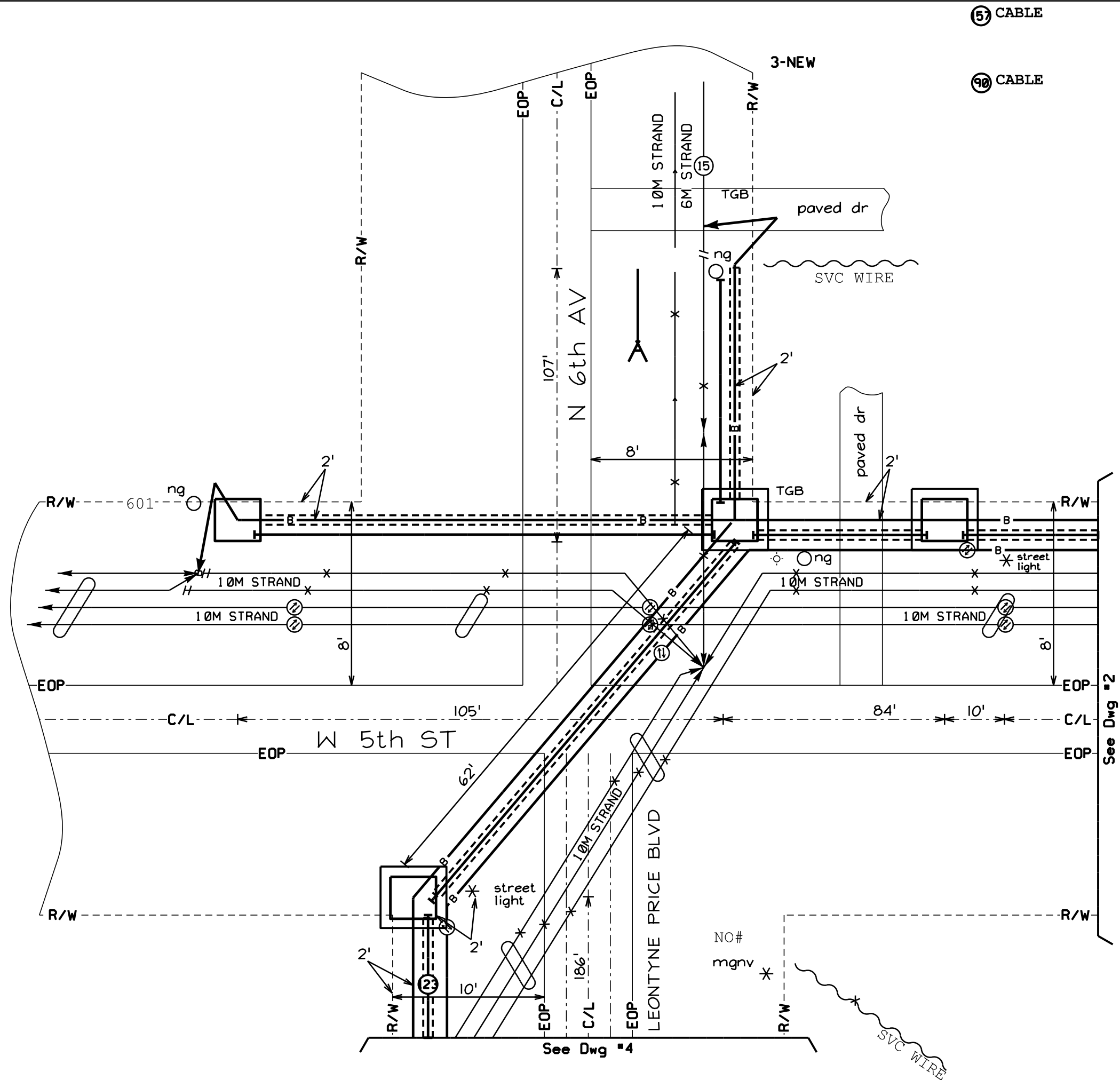


SYMBOL LEGEND		
Proposed	Existing	Description
		AERIAL CABLE
		BURIED CABLE
		BUR JOINT-TRENCH
		BST POLE
		POWER POLE
		ANCHOR & GUY
		PUSH BRACE
		ENCLOSURE
		ENCLOSURE
		MANHOLE
		PIPE/CONDUIT
		CABLE MARKER
		AERIAL SVC WIRE
		BURIED SVC WIRE
		JOINT-TRENCH SVC
	N/A	BORE
	N/A	CUT PAVEMENT
	N/A	SPLICING PIT
200'±(24")	N/A	TRENCH LEN&DEPTH

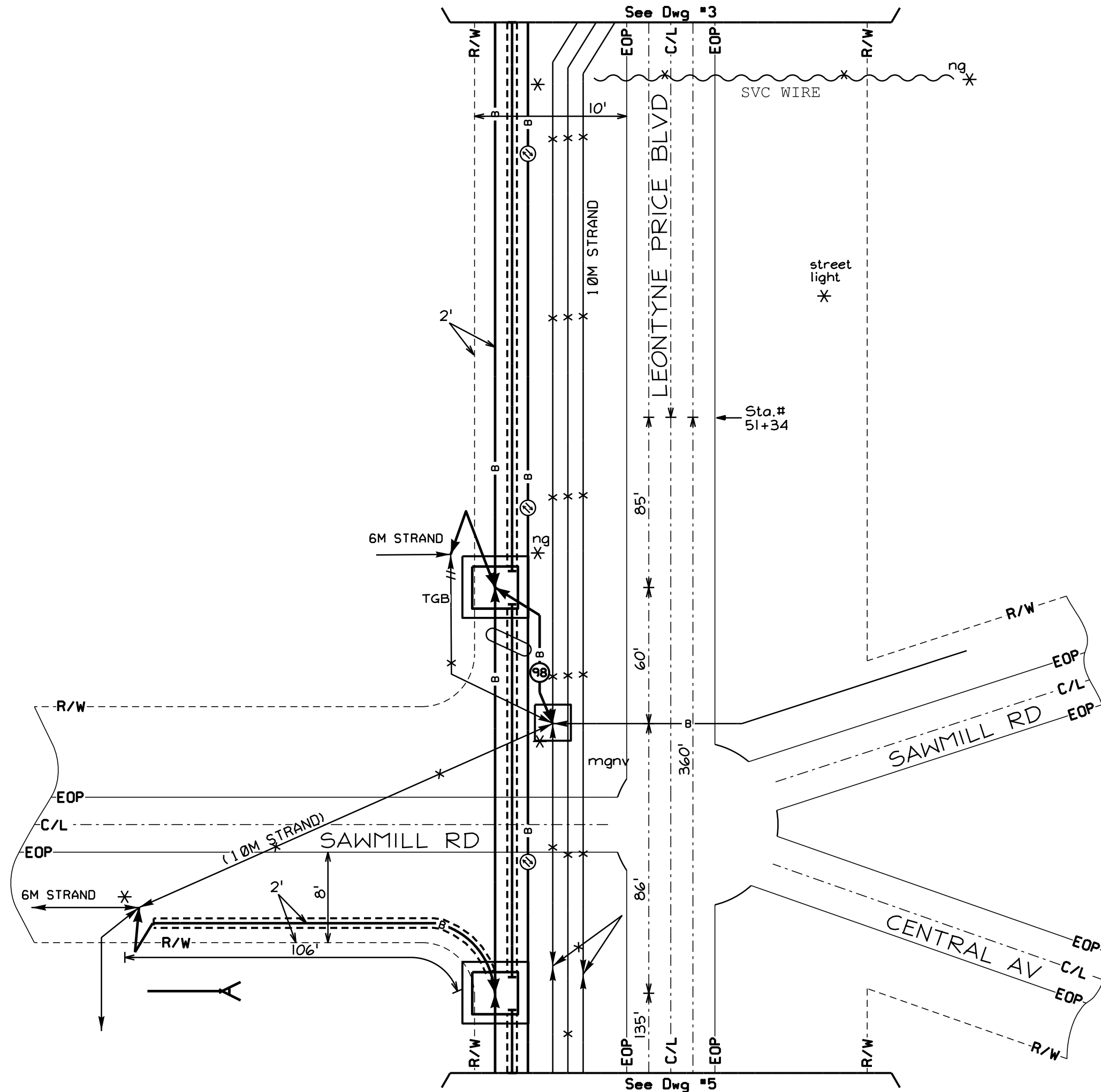
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Leontyne Price Blvd	
Exchange:	601425
Designer:	Godbold,David
Phone:	601-545-7672
Authorization:	97HOI844B
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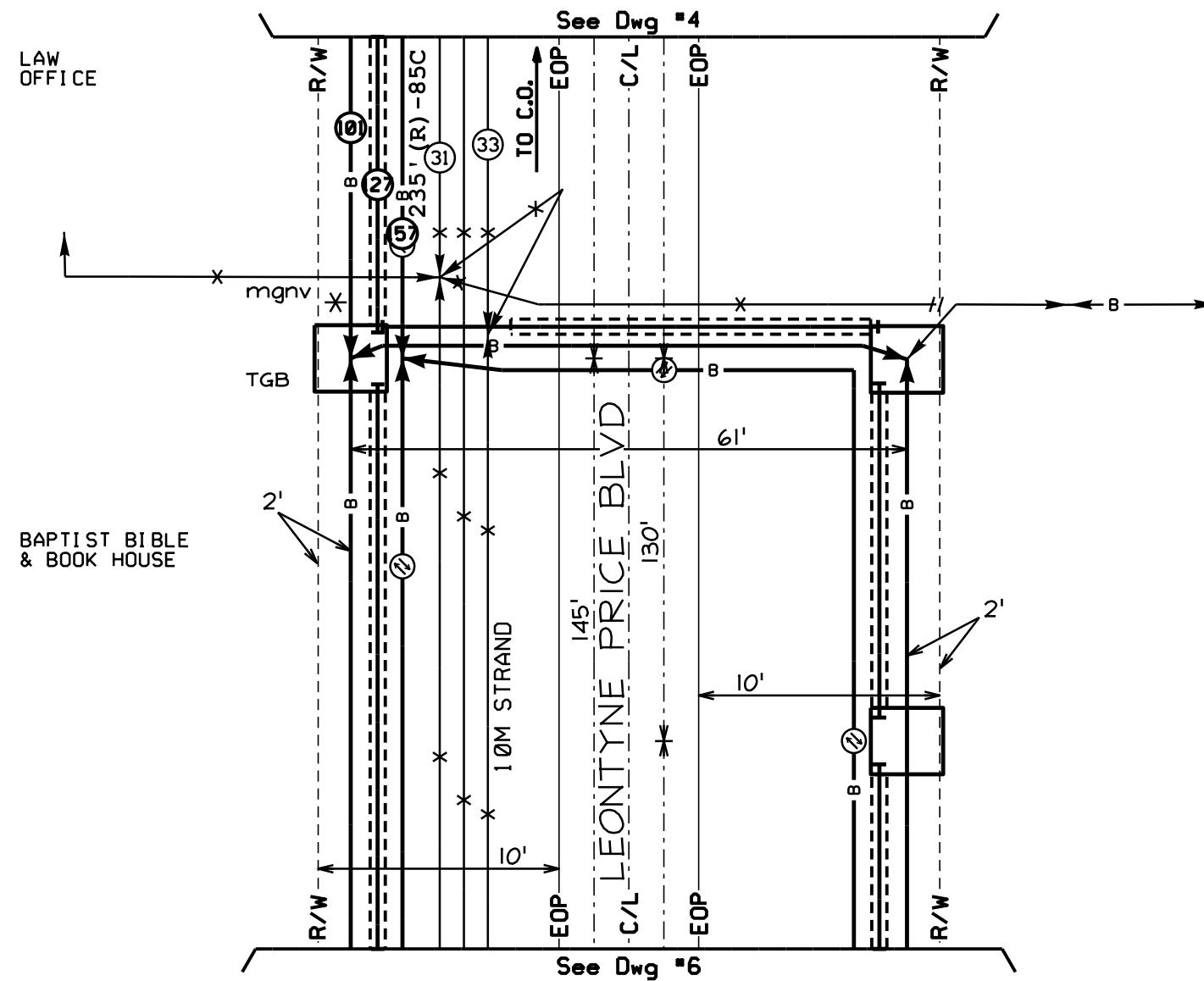
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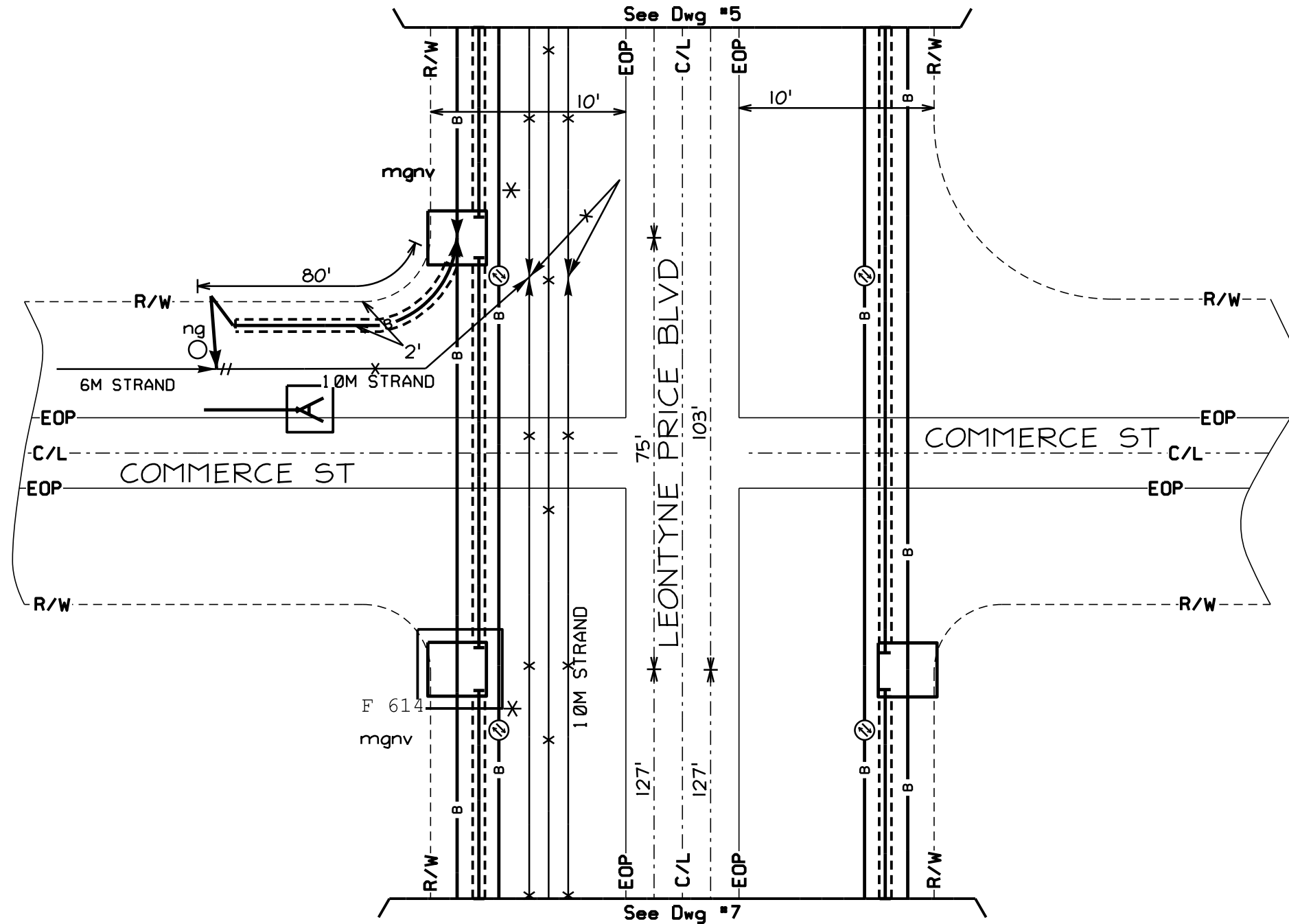
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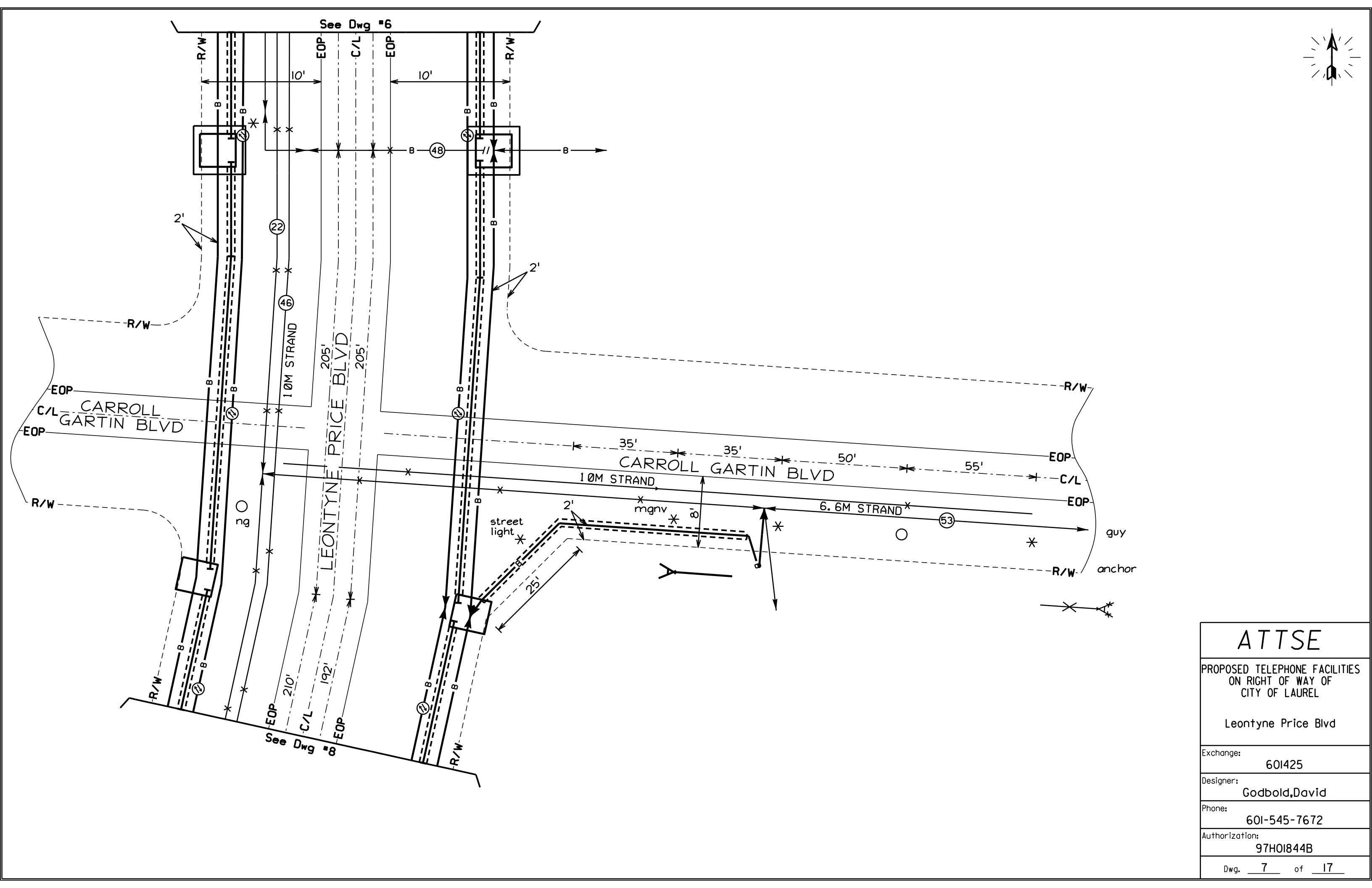
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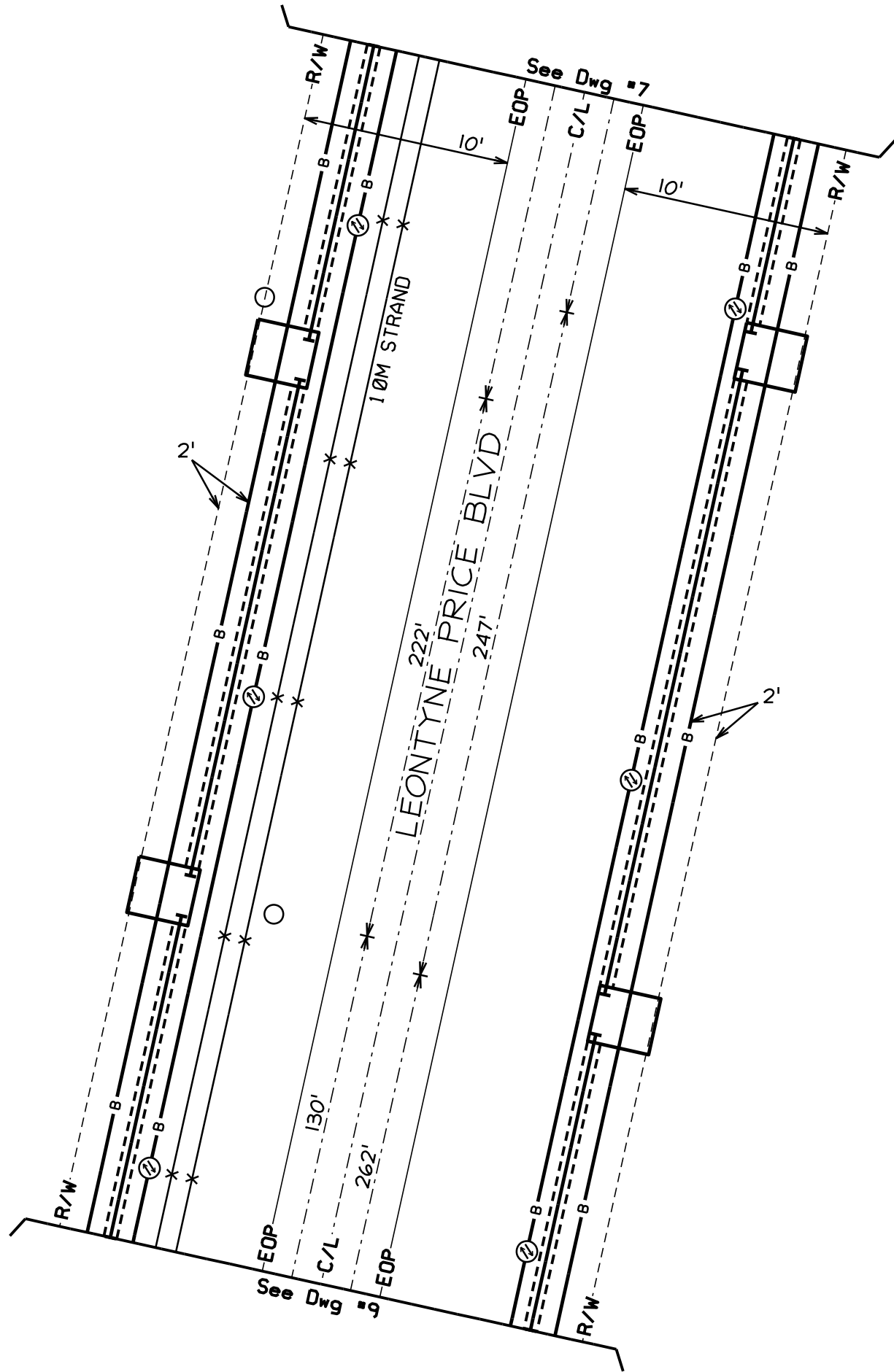
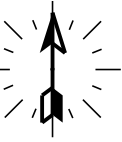
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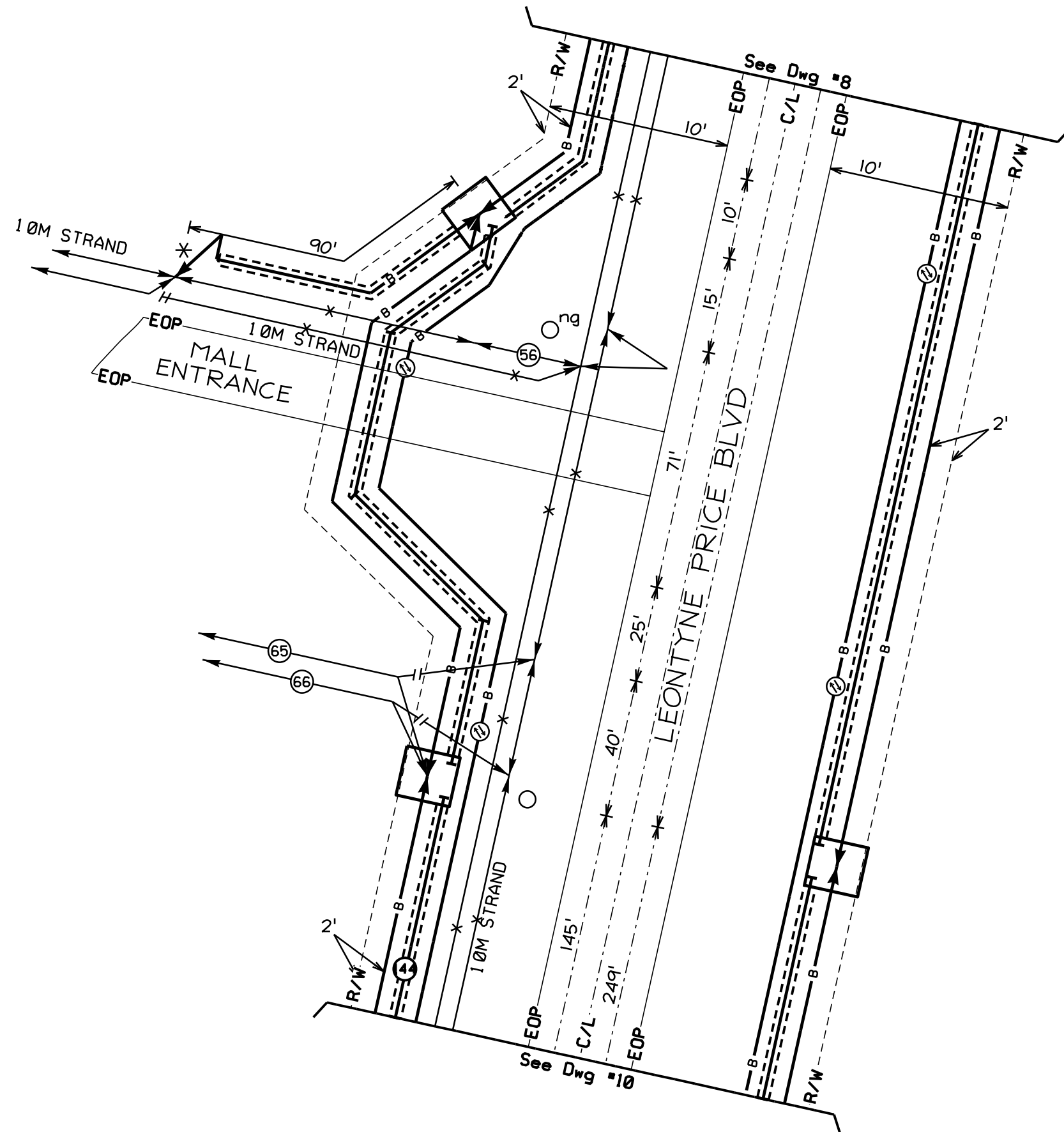
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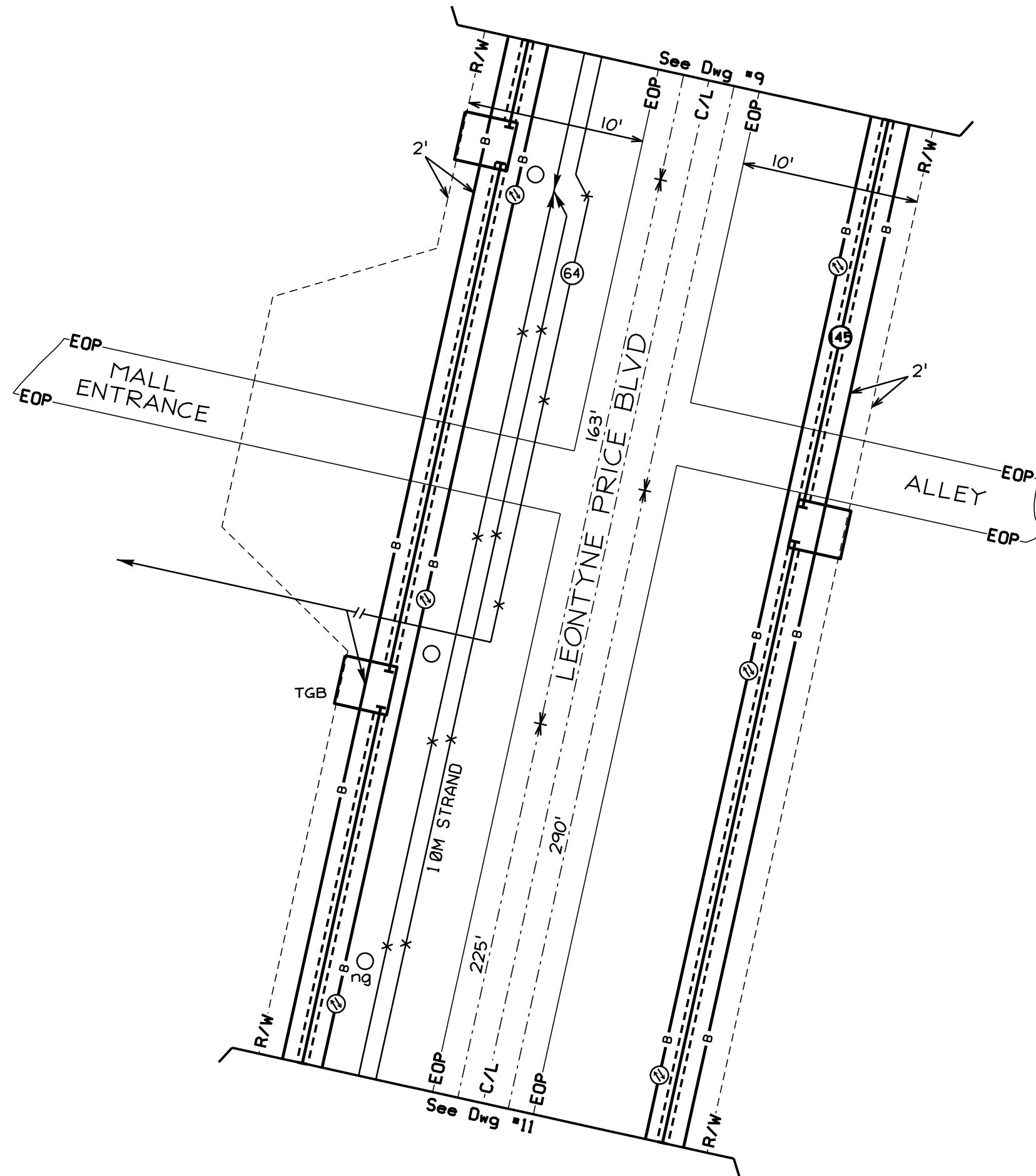
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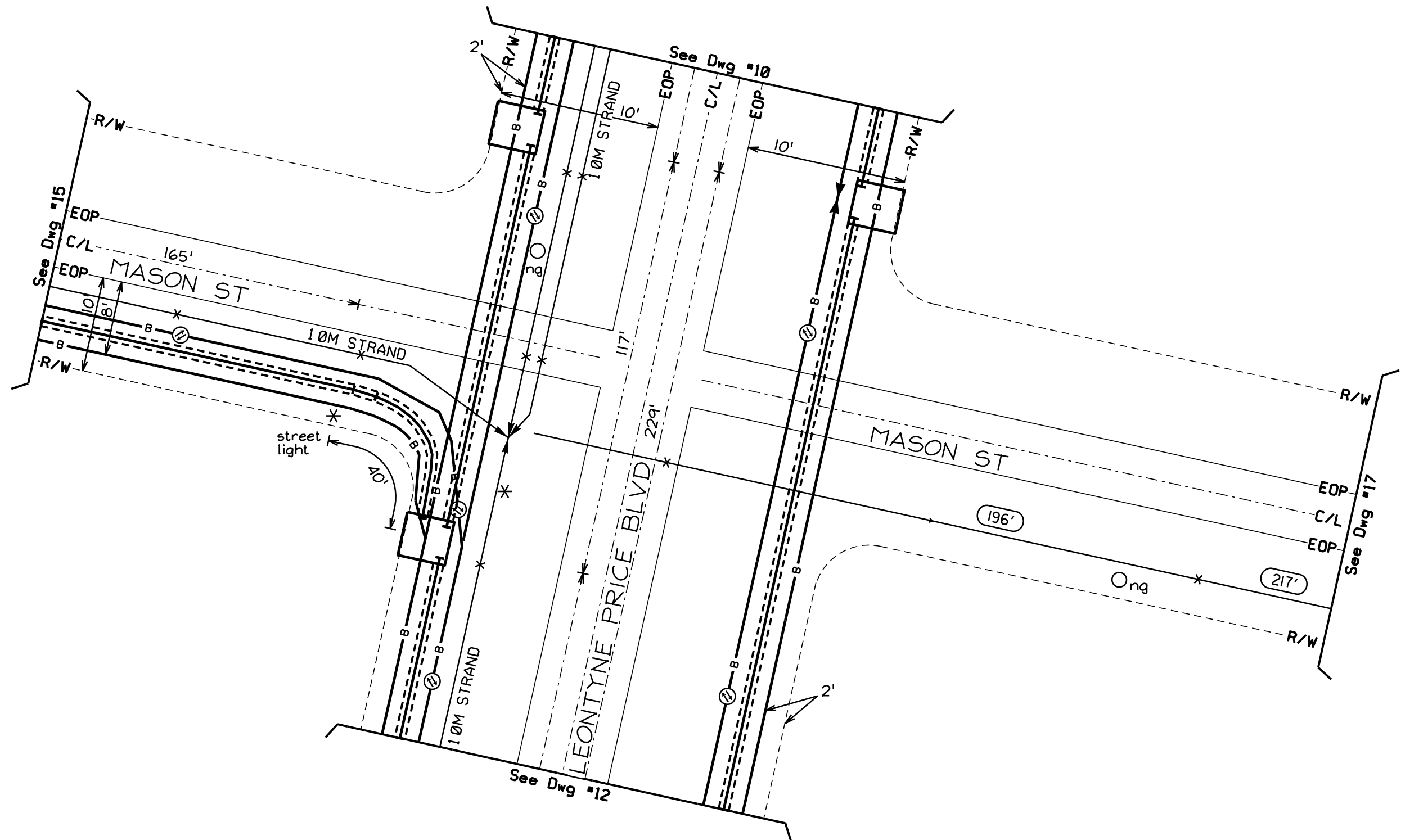
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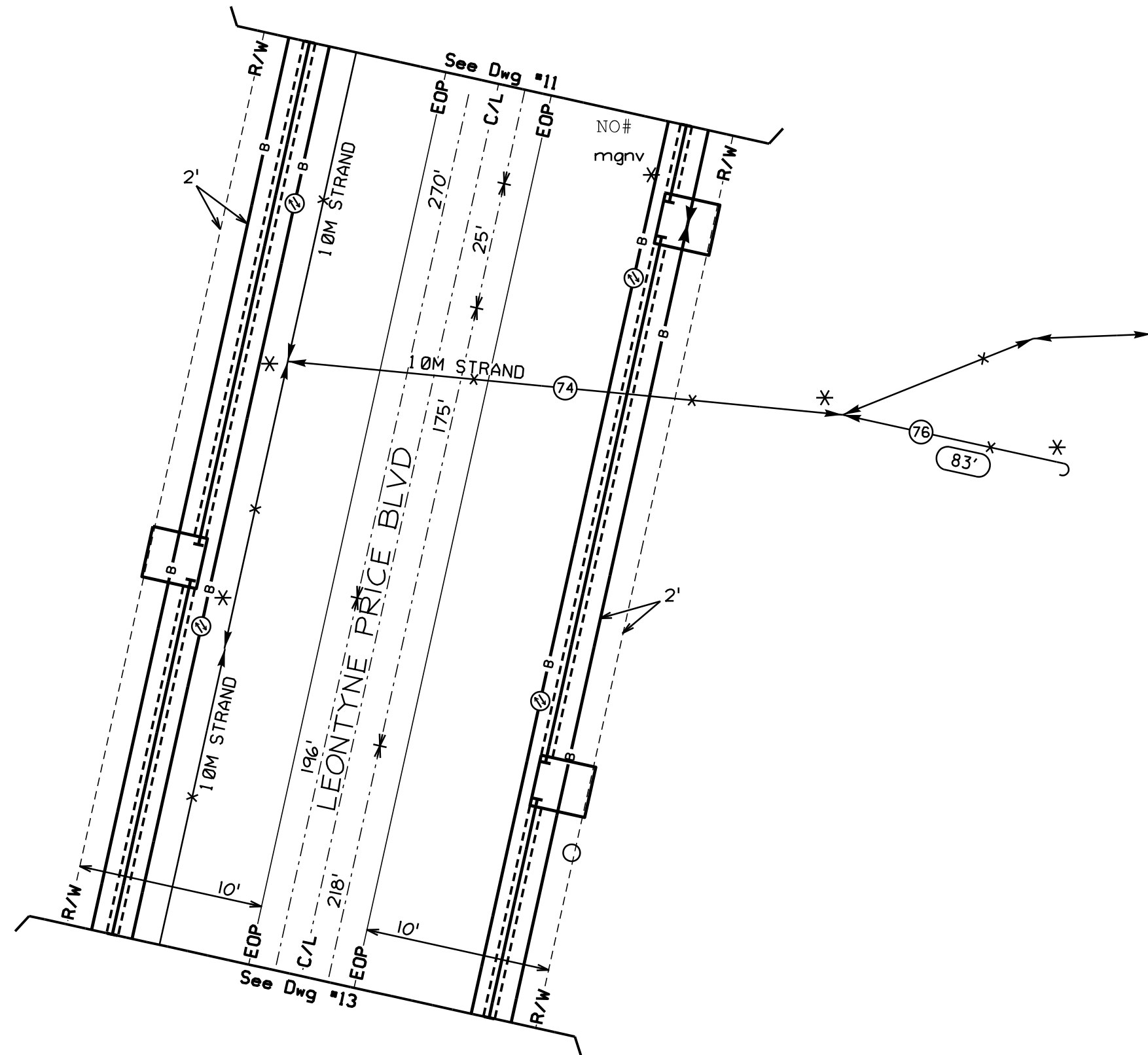
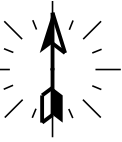
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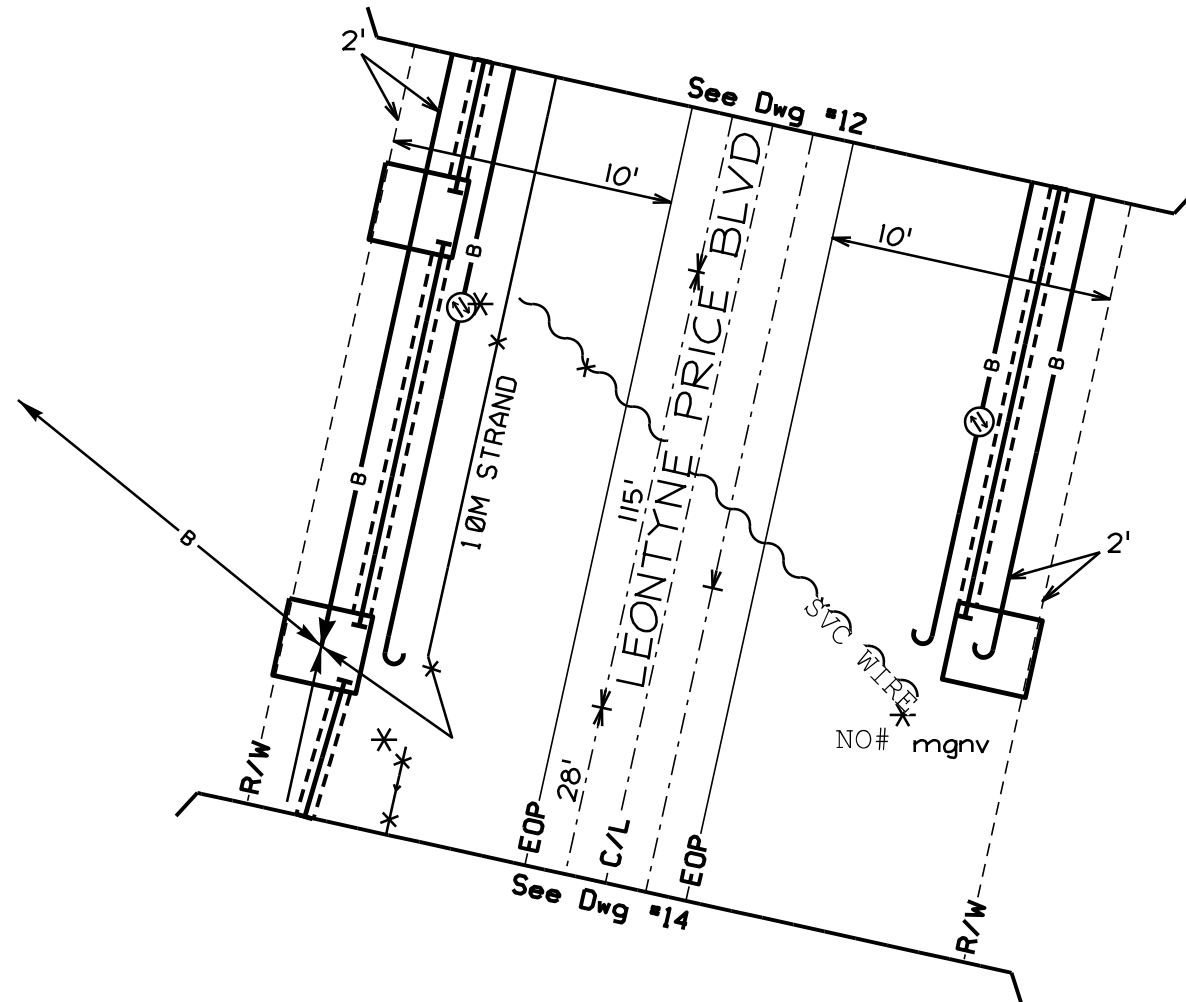
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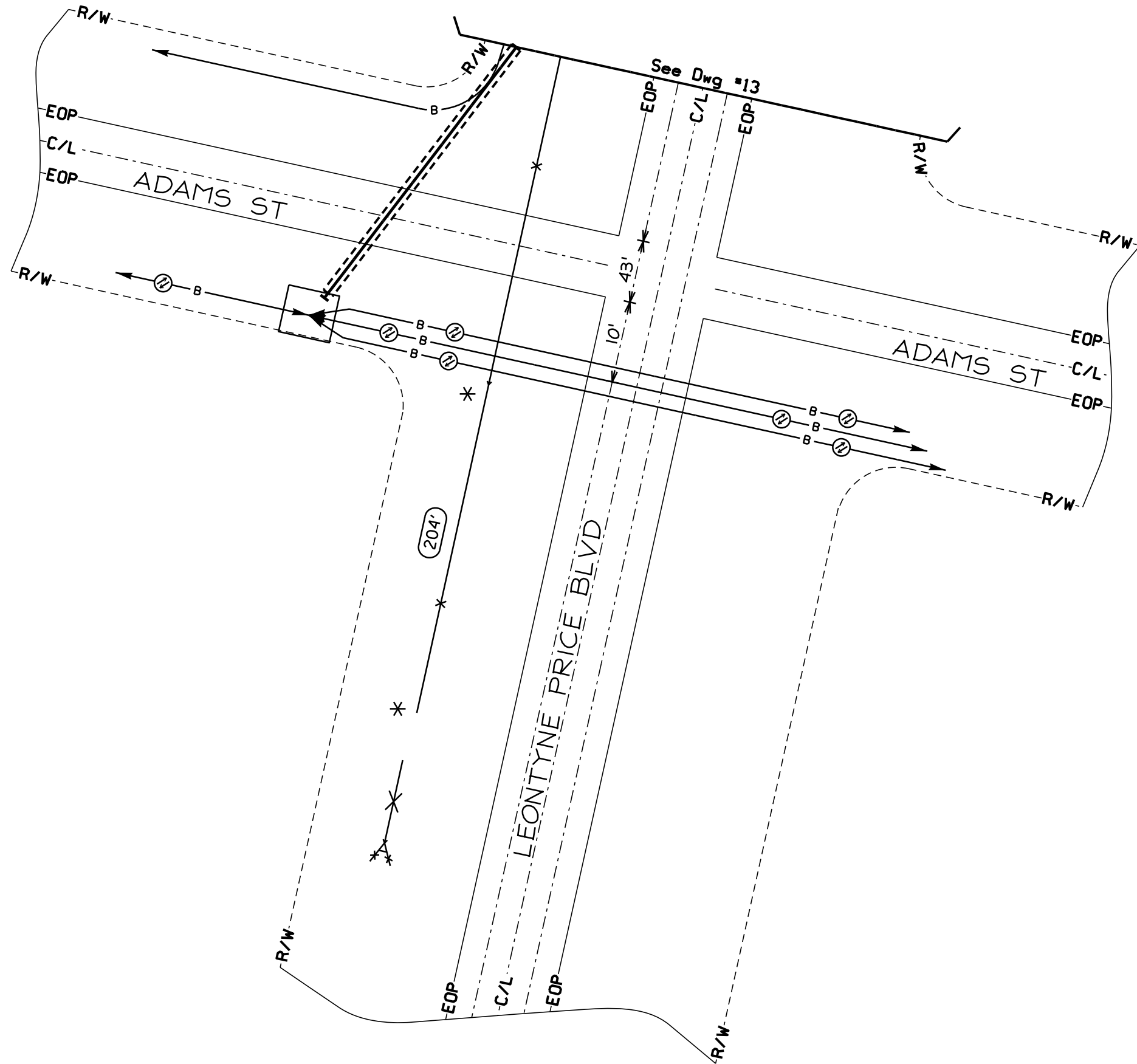
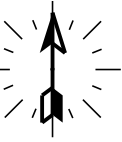
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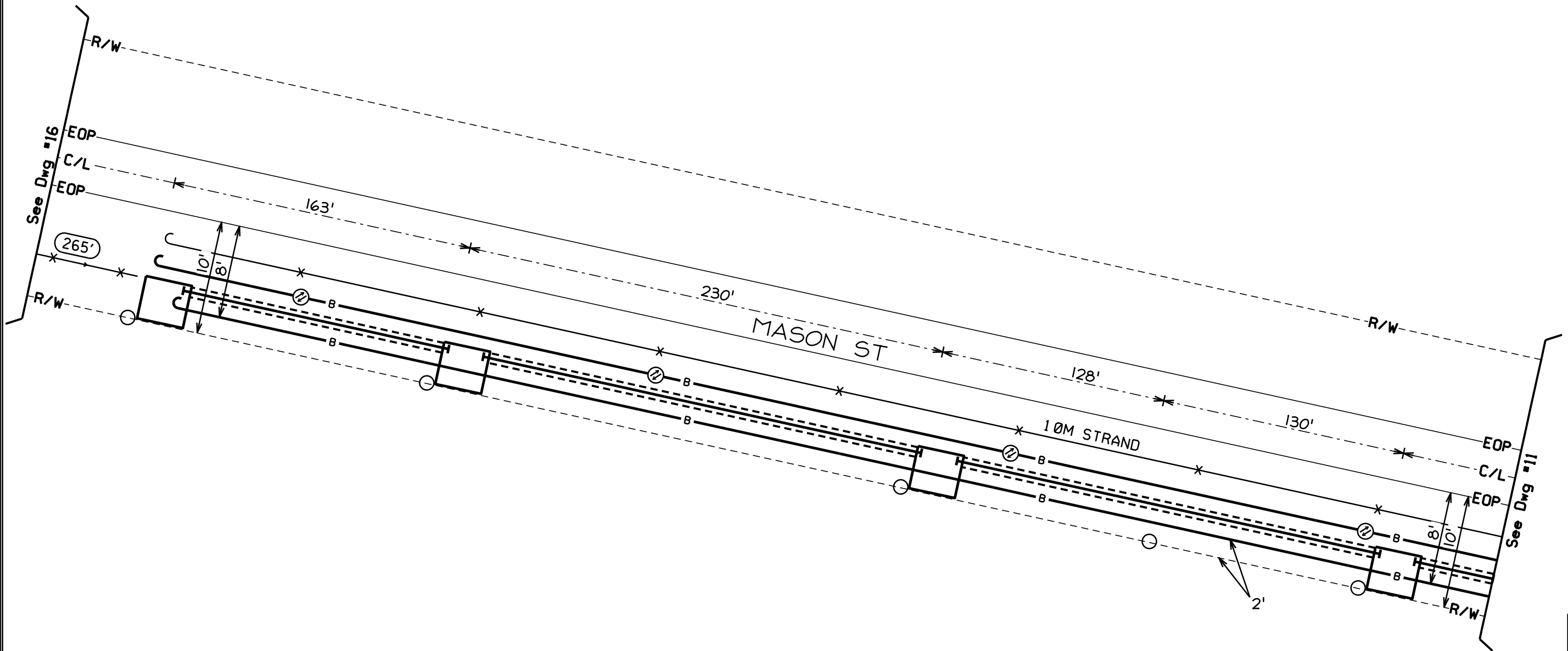
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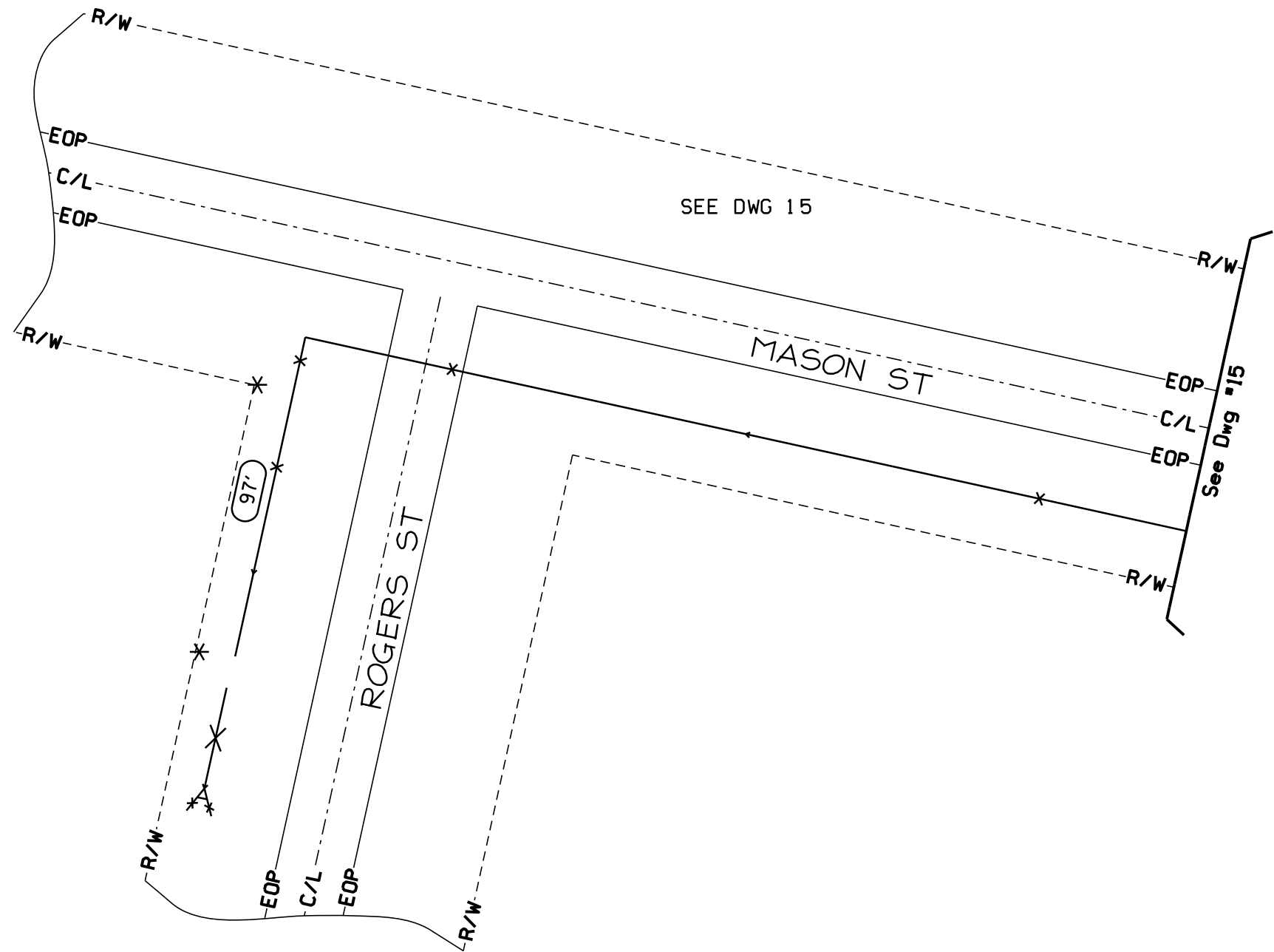
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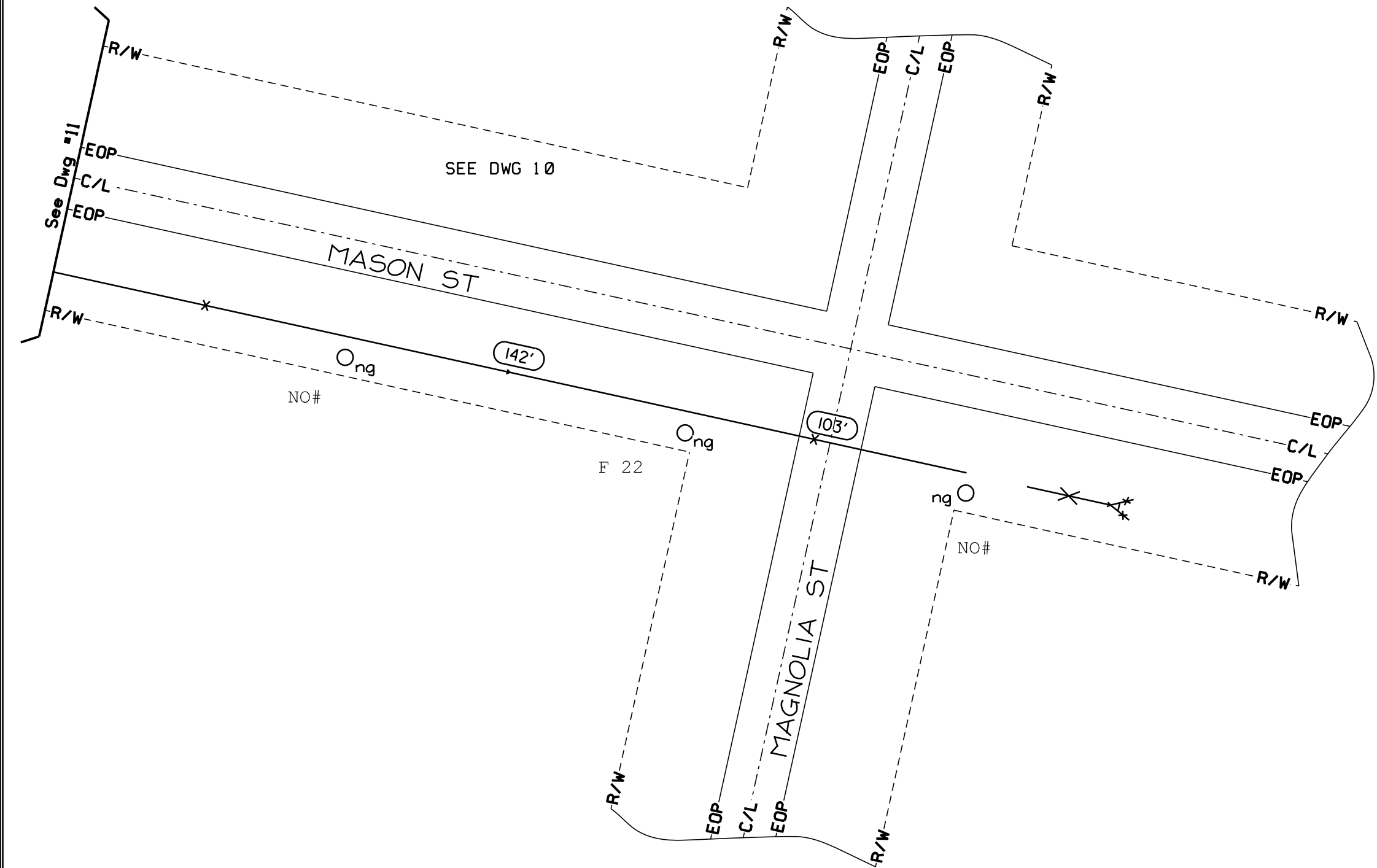
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