

City of Pascagoula, Mississippi

UTILITY AGREEMENT

Ingalls Avenue Improvement Project
JACKSON 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 Pascagoula, Mississippi, hereinafter referred to as the CITY, for the adjustment of the facilities of the Company necessitated for roadway improvements along Ingalls Avenue from Desoto Street to Market Street by the CITY.

- 1. That the CITY will submit a project for roadway improvements being a section of the Ingalls Avenue within the CITY and Jackson County, Mississippi, and to be designed as Ingalls Avenue Improvements; 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 roadway improvements 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 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 \$ 112,388.97 as shown by the COMPANY'S estimate. That the total estimated cost to the CITY for actual nonbetterment work will be approximately \$ 112,388.97 , 100%; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 0 , 0%; and,
7. That the COMPANY will commence the work on or before the 1st day of April , 2021 and have it completed on or before the 31st day of July , 2021. 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(s) checked below:
x 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,

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– 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 CITY 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,

x BY EXISTING CONTINUING CONTRACT: Subject to prior approval of the CITY 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 X ; 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 CITY 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 CITY’S payment of the final bill, and The CITY shall reimburse COMPANY only for costs that are eligible for payment according to 23CFR645A; and,

12. That cost records of the COMPANY pertaining to the project will be subject at any time before final audit to inspection by representatives of the CITY; 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 CITY 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 CITY 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 CITY 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 CITY in its use thereof for the purpose of this agreement. Further, should the CITY 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 CITY 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 CITY 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 _____, 2021.

Initial _____

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

Witness as to Company

BY: _____
Area Manager OSP Planning & Eng. Design

Attest Timothy L. Sollie

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

CITY OF PASCAGOULA, MS

Witness as to City

BY _____
Mayor

BOOK _____ PAGES _____ & _____

Attest:

City Clerk

ATTACHMENT A

CERTIFICATION

COMPANY hereby certifies it is 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 CITY.

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: _____
Area Manager OSP Planning & Eng. Design

Attest Timothy L. Sollie _____
