

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

REVISED UTILITY AGREEMENT

Federal Aid Project Number STPD-0020-01-(171)

104299-201500 Warren County

This agreement, entered into as of the date of the last signature, by and between the City of Vicksburg hereinafter referred to as the COMPANY, and the Mississippi Transportation Commission, hereinafter referred to as the COMMISSION, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction of a highway under the Mississippi Federal Aid Program.

1. That the COMMISSION will submit a project for highway construction, being a section of the I-20 South Frontage Road Extension to U.S. 80 Vicksburg, Mississippi, known as Interstate No. 20 in Warren County, and to be designed as STPD-0020-01(171), 104299-201500; and will recommend its approval by the Federal Highway Administration for construction with funds 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 Natural Gas Utility 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 adjustment, 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 \$ 503,891 as shown by the COMPANY'S estimate, Attachment A. That the total estimated cost to the COMMISSION for actual nonbetterment work will be approximately \$327,529, 65 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$176,362, 35 %; and,

7. That the COMPANY will commence the work on or before the 1 day of July 2018 and have it completed on or before the 27th day of January 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.

8. That the COMPANY will perform 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,

Initial _____

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

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 if 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 COMMISSION 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 23 CFR 645A; and,

12. That this Utility Agreement replaces Utility Agreements previously executed by the COMMISSION on April 29, 2016, and on February 15, 2018. The scope and complexity of the project increased due to design changes between 2016 and 2018. The construction costs herein reflect prices already bid out and awarded for the construction of the improvements. The revised engineering fees were inadvertently omitted from the February 15, 2018 agreement and are reflected in this Revised Utility Agreement.

13. 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,

14. 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,

15. 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 this 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.

Initial _____

WITNESS this my signature in execution hereof, this the _____ day of _____, 20_____.

City of Vicksburg, Mississippi

Witness as to Company

BY _____
Title: Mayor

Attest _____

(CORPORATE SEAL)

WITNESS this my signature in execution hereof, this the _____ day of _____, 20_____.

MISSISSIPPI TRANSPORTATION COMMISSION

Witness as to Commission

BY _____
Executive Director

BOOK _____ PAGES _____ & _____

Attest:

Secretary

(SEAL)

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

Date _____

Division Administrator _____

Initial _____



ATTACHMENT A

CERTIFICATION

COMPANY hereby certifies it 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 or 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 ____, A.D., 20____.

City of Vicksburg, Mississippi
NAME OF COMPANY

Witness as to Company

BY _____
Title: Mayor

Attest _____

(CORPORATE SEAL)

Initial _____



ATTACHMENT A

CITY OF VICKSBURG, MISSISSIPPI

TABULATION OF BIDS (ACTUAL)

W014102.000

Revised May 23, 2018

I-20 FRONTAGE ROAD NATURAL GAS UTILITIES RELOCATIONS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY		UNIT COST	COST		TOTAL COST
			PUBLIC	PRIVATE		MDOT	Vicksburg	
Gas:								
1	Mobilization	LS	0.65	0.35	\$4,100	\$2,685	\$1,435	\$4,100
2	3/4" Gas Service Main and Connection	LF	48.75	26.25	\$27	\$1,316	\$709	\$2,025
3	4" HDPE Gas Pipe	LF	3,074.50	1,655.50	\$27	\$83,012	\$44,699	\$127,710
4	8" Steel Casing, B&J	LF	109	61	\$145	\$15,805	\$8,845	\$24,650
5	8" Steel Casing, Open Cut	LF	496	279	\$100	\$49,600	\$27,900	\$77,500
6	Connect to Existing Gas Line (Hot Tap)	EA	4	2	\$15,000	\$60,000	\$30,000	\$90,000
7	Utility Allowance for Gas Main	EA	0.64	0.36	\$25,000	\$16,000	\$9,000	\$25,000
Gas Subtotal						\$228,398	\$122,587	\$350,985
						MDOT	Vicksburg	
Construction Subtotal =						\$228,398	\$122,587	\$350,985
Construction Contingency (15%) =						\$34,260	\$18,388	\$52,648
Project Subtotal =						\$262,657	\$140,975	\$403,633
Design Engineering								
Field Mapping Services =								\$9,200
Design Engineering Services =								\$21,218
MDOT Permit Preparation Services =								\$9,300
Construction Phase Services								
Preparation & Administration of MDOT Agreements =								\$7,500
Construction Phase Services =								\$44,200
Construction Staking =								\$3,950
Record Drawings =								\$4,890
PROJECT TOTAL =						\$		503,891
Breakdown:						\$327,529	\$176,362	
Percent:						65%	35%	
						MDOT	City	

Waggoner Engineering, Inc.