

Department of Engineering
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

March 30, 2021

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: AT&T Utility Agreement – Bozeman Road

The Engineering Department recommends approval of the attached Utility Agreement between Madison County and AT&T for relocation of AT&T assets for the Bozeman Road Widening Project. The portion of facilities on public right-of-way will be relocated at AT&T's expense. The cost of relocation of the portion located on private easement will be the responsibility of the County.

Costs at this point are estimates and are located below:

\$1,048,546 - Total
\$744.468 - AT&T
\$304.078 - County

MADISON COUNTY BOARD OF SUPERVISORS

UTILITY AGREEMENT

MADISON COUNTY F.A.P. PROJECT NO STP-6985-00(001)LPA

MADISON COUNTY

This agreement entered into this day by and between BELLSOUTH TELECOMMUNICATIONS LLC, D/B/A AT&T MISSISSIPPI hereinafter referred to as the COMPANY, and Madison County MS, hereinafter referred to as the COUNTY, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the reconstruction of Bozeman Rd.

1. That the COUNTY will submit a project for road reconstruction, being a section of BOZEMAN RD FROM HWY 463 TO GLUCKSTADT RD in MADISON County, and to be designed as F.A.P. PROJECT STP-6985-00(001)LPA; and will recommend its approval by the Madison County Board of Supervisors; 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 TELECOMMUNICATIONS facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,

3. That the proposed road reconstruction 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 \$ 1,048,546.00 as shown by the COMPANY'S estimate. That the total estimated cost to the COUNTY for actual non-betterment work will be approximately \$ 304,078.00, 29.00 %; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$ 744,468.00, 71.00 %; and,

7. ~~That the COMPANY will commence the work on or before the _____ day of _____, 20____ and have it completed on or before the _____ day of _____, 20____. 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. SEE ATTACHMENT B~~

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 COUNTY 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 COUNTY and 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 COUNTY will reimburse the COMPANY the cost of work done here under, as hereinbefore provided for, but the liability of COUNTY 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 COUNTY's payment of the final bill, and COUNTY shall reimburse COMPANY only for costs that are eligible for payment according to 23 CFR 645A; 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 COUNTY; and,

13. It is understood that the project herein contemplated is to be financed from funds appropriated by the COUNTY; 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 County Project; and that the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY in its use thereof for the purpose of this agreement. Further, should the COUNTY 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 COUNTY 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 COUNTY for a proper permit to cover such changes, and any such changes made shall be at the expense of the COMPANY.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the 26th day of February, 2021.

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

BY Joey Boyd
Joey Boyd Area Manager – Construction & Engineering

Witness as to Company

Attest _____

(CORPORATE SEAL)

MADISON COUNTY BOARD OF SUPERVISORS

BY _____

Witness as to County

ATTACHMENT A

CERTIFICATION

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 COUNTY 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 COUNTY.

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the 26th day of February, 2021.

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

BY Joey Boyd
Joey Boyd Area Manager – Construction & Engineering

Witness as to Company

Attest _____

(CORPORATE SEAL)

Attachment "B" to Madison County Board of Supervisors Utility Agreement

County Project Number STP-6985-00(001)LPA

AT&T Reference Number 04J00348N

Amended Paragraph 7.

That the COMPANY will make a good faith attempt to complete the necessary construction on or before February 25, 2022 provided the following roadblocks to engineering and construction have been removed in the stated timeframe.

<u>Roadblock Description:</u>	<u>Removed By Date:</u>
1. County Permit Approval	03-26-2021
2. Utility Agreement Approval	04-02-2021
3. Right of Entry	05-07-2021
4. County R/W staked	05-07-2021

IN WITNESS WHEREOF, the parties hereto have affixed their respective corporate names and seals through their duly authorized officers this the 26th day of February, 2021.

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

BY Joey Boyd
Joey Boyd Area Manager – Construction & Engineering

Witness as to Company

_____ Attest _____
(CORPORATE SEAL)

MADISON COUNTY BOARD OF SUPERVISORS

BY _____

Witness as to County

From: DENBURG, DORIAN S (Legal) <dd1535@att.com>
Sent: Friday, February 26, 2021 9:25 PM
To: BOYD, JOEY <jb7194@att.com>
Cc: FRANKLIN, JAMES S <jf9686@att.com>
Subject: RE: UTILITY AGREEMENT BOZEMAN RD

Joey,

I approve this document as to form and approve your execution of this document as having appropriate authority to do so under the Schedule of Authorization.

Due to COVID-19 and instruction of AT&T, I am not able to go to the office to retrieve the AT&T Corporate Seal. Please allow and ask MDOT to allow this email to serve as the Corporate Seal and my attestation for this document:

UTILITY AGREEMENT
MADISON COUNTY F.A.P. PROJECT NO STP-6985-00(001)LPA

I can be reached at the below numbers should there be need for additional discussion. Stay safe.

Dorian Denburg
Assistant Vice President - Senior Legal Counsel
AT&T Technology Operations
One CNN Center/SW1423B, Atlanta, Georgia 30303
Office 404-893-7949
Cell 404-626-7309

Dorian Denburg
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