

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

September 13, 2022

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: Utility Agreement with Bear Creek Water Association
Bozeman Road Water/Sewer Relocations
Madison County, Mississippi

The Engineering Department is requesting the Board approve the attached for the Utility Agreement for the relocation of a waterline in support of the Bozeman Road widening project. In addition, it is requested that the Board President be authorized to execute said Utility Agreement.

The total cost of relocation is estimated to be \$2,214,650.35 with Madison County paying \$1,814,849.60 and Bear Creek paying \$399,800.75. The County cost is due to the existing waterline being located within the limits of a private easement.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five

BEAR CREEK WATER ASSOCIATION

UTILITY AGREEMENT

BOZEMAN ROAD WATER/SEWER RELOCATION

Madison County, Mississippi

This agreement, entered into as of the date of the last signature, by and between Bear Creek Water Association, Inc. hereinafter referred to as the COMPANY, and Madison County, Mississippi, hereinafter referred to as the COUNTY, for the adjustment of the transmission and/or distribution facilities of the Company necessitated by the construction or improvement of portions of Bozeman Road.

1. That the COUNTY will submit a project for roadway construction, being a section of Bozeman Road between Highway 463 and Reunion Parkway, and also a section of Bozeman Road near the intersection of Bozeman Road and Gluckstadt Road
2. That right of way for the proposed newly widened road will pass over and include certain property interests of the COMPANY upon which it has heretofore constructed and is now maintaining its water and sanitary sewer facilities, which property interest will be more particularly described and located according to plans agreeable to both parties; and,
3. That the proposed roadway 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 eligible for 100% reimbursement of utility relocation costs,
6. That the COMPANY will make the necessary adjustments, removals or alterations in its facilities at a total estimated cost of approximately \$2,214,650.35 as shown by the COMPANY'S estimate. That the total estimated cost to the COUNTY for actual nonbetterment work will be approximately \$1,814,849.60; and that the total estimated cost of the work to be done at the expense of the COMPANY will be approximately \$399,800.75; and,
7. That the COMPANY will perform the work provided for in this agreement 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. 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;
8. 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,
9. That the COUNTY will reimburse the COMPANY the cost of work done here under, as herein before provided for, but the liability of COUNTY shall not exceed 110% 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.
10. 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,

Initial _____

11. 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 8 above. 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 8 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.

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

Bear Creek Water Association, Inc.

BY _____

Attest _____

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

Madison County, Mississippi

BY _____

Attest _____

PROJECT COST ESTIMATE (OVERALL)
BOZEMAN ROAD WATER SYSTEM RELOCATION
BEAR CREEK WATER ASSOCIATION, INC.

August 11, 2022

ITEM NO.	ITEM DESCRIPTION	COMP. QUAN.	UNIT	UNIT PRICE	ITEM PRICE
<u>WATERWORKS SYSTEM</u>					
1	6" C900 DR18 PVC Pipe	80	LF	\$26.00	\$2,080.00
2	8" C900 DR18 PVC Pipe	340	LF	\$40.00	\$13,600.00
3	12" C900 DR18 PVC Pipe	1460	LF	\$74.00	\$108,040.00
4	16" C900 DR18 PVC Pipe	7140	LF	\$123.00	\$878,220.00
5	6" DR11 HDPE Bored	190	LF	\$64.00	\$12,160.00
6	8" DR11 HDPE Bored	100	LF	\$84.00	\$8,400.00
7	12" DR11 HDPE Bored	160	LF	\$140.00	\$22,400.00
8	16" DR11 HDPE Bored	680	LF	\$180.00	\$122,400.00
9	6" Gate Valve	3	EA	\$1,400.00	\$4,200.00
10	8" Gate Valve	4	EA	\$2,000.00	\$8,000.00
11	12" Gate Valve	6	EA	\$3,850.00	\$23,100.00
12	16" Gate Valve	16	EA	\$11,500.00	\$184,000.00
13	Tie-In to Existing 6" Water Main	3	EA	\$2,300.00	\$6,900.00
14	Tie-In to Existing 8" Water Main	4	EA	\$3,000.00	\$12,000.00
15	Tie-In to Existing 12" Water Main	3	EA	\$4,000.00	\$12,000.00
16	Tie-In to Existing 16" Water Main	3	EA	\$6,000.00	\$18,000.00
17	12 Ga. Locator Wire	10400	LF	\$0.25	\$2,600.00
18	Move Existing Services to New Line	10	EA	\$1,400.00	\$14,000.00
19	Remove/Cover Existing Hydrants/Valves	1	LS	\$3,800.00	\$3,800.00
20	3-Way Fire Hydrant Assembly	15	EA	\$6,400.00	\$96,000.00
21	Fire Hydrant Extension	12	VLF	\$850.00	\$10,200.00
22	Ductile Iron Fittings	13000	LBS	\$7.50	\$97,500.00
23	Cut/Cap Existing Line	2	EA	\$1,500.00	\$3,000.00
24	Locator Wire Testing Stations	8	EA	\$125.00	\$1,000.00
25	Clearing and Grubbing	1	LS	\$53,420.00	\$53,420.00
26	Temporary Silt Fence	3000	LF	\$2.60	\$7,800.00
27	Seeding	6	Acre	\$900.00	\$5,400.00
28	Mulch Cover	6	Acre	\$900.00	\$5,400.00
29	Solid Sod	200	SY	\$10.00	\$2,000.00
30	Erosion Control Matting	200	SY	\$8.00	\$1,600.00
TOTAL ESTIMATED CONSTRUCTION COST					\$1,739,220.00
BASIC ENGINEERING SERVICES @ 8.0%					\$139,137.60
RESIDENT PROJECT REPRESENTATIVE @ 3.6%					\$62,611.92
CONSTRUCTION CONTINGENCIES @ 10%					\$173,922.00

PROJECT COST ESTIMATE (OVERALL)
BOZEMAN ROAD WATER SYSTEM RELOCATION
BEAR CREEK WATER ASSOCIATION, INC.

August 11, 2022

ITEM NO.	ITEM DESCRIPTION	COMP. QUAN.	UNIT	UNIT PRICE	ITEM PRICE
<u>WASTEWATER SYSTEM</u>					
1	12" CL 160 PVC Forcemain	1160	LF	\$52.00	\$60,320.00
2	Tie to Existing 12" Forcemain	2	EA	\$3,500.00	\$7,000.00
3	12 Ga. Locator Wire	1160	LF	\$0.25	\$290.00
4	Ductile Iron Fittings	250	LBS	\$8.50	\$2,125.00
5	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00
6	Temporary Silt Fence	400	LF	\$2.60	\$1,040.00
7	Seeding	1	Acre	\$900.00	\$900.00
8	Mulch Cover	1	Acre	\$900.00	\$900.00
9	Erosion Control Matting	30	SY	\$8.00	\$240.00
TOTAL ESTIMATED CONSTRUCTION COST					\$77,815.00
BASIC ENGINEERING SERVICES @ 11.4%					\$8,870.91
RESIDENT PROJECT REPRESENTATIVE @ 6.8%					\$5,291.42
CONSTRUCTION CONTINGENCIES @ 10%					\$7,781.50
TOTAL ESTIMATED PROJECT COST					\$ 2,214,650.35

PROJECT COST ESTIMATE (COUNTY REIMBURSABLE PORTION)
BOZEMAN ROAD WATER SYSTEM RELOCATION
BEAR CREEK WATER ASSOCIATION, INC.

August 11, 2022

ITEM NO.	ITEM DESCRIPTION	COMP. QUAN.	UNIT	UNIT PRICE	ITEM PRICE
<u>WATERWORKS SYSTEM</u>					
1	6" C900 DR18 PVC Pipe	80	LF	\$26.00	\$2,080.00
2	8" C900 DR18 PVC Pipe	340	LF	\$40.00	\$13,600.00
3	12" C900 DR18 PVC Pipe	180	LF	\$74.00	\$13,320.00
4	16" C900 DR18 PVC Pipe	6880	LF	\$123.00	\$846,240.00
5	6" DR11 HDPE Bored	190	LF	\$64.00	\$12,160.00
6	8" DR11 HDPE Bored	100	LF	\$84.00	\$8,400.00
7	12" DR11 HDPE Bored	0	LF	\$140.00	\$0.00
8	16" DR11 HDPE Bored	680	LF	\$180.00	\$122,400.00
9	6" Gate Valve	2	EA	\$1,400.00	\$2,800.00
10	8" Gate Valve	3	EA	\$2,000.00	\$6,000.00
11	12" Gate Valve	2	EA	\$3,850.00	\$7,700.00
12	16" Gate Valve	15	EA	\$11,500.00	\$172,500.00
13	Tie-In to Existing 6" Water Main	2	EA	\$2,300.00	\$4,600.00
14	Tie-In to Existing 8" Water Main	3	EA	\$3,000.00	\$9,000.00
15	Tie-In to Existing 12" Water Main	1	EA	\$4,000.00	\$4,000.00
16	Tie-In to Existing 16" Water Main	3	EA	\$6,000.00	\$18,000.00
17	12 Ga. Locator Wire	9900	LF	\$0.25	\$2,475.00
18	Move Existing Services to New Line	10	EA	\$1,400.00	\$14,000.00
19	Remove/Cover Existing Hydrants/Valves	1	LS	\$3,800.00	\$3,800.00
20	3-Way Fire Hydrant Assembly	11	EA	\$6,400.00	\$70,400.00
21	Fire Hydrant Extension	9	VLF	\$850.00	\$7,650.00
22	Ductile Iron Fittings	11800	LBS	\$7.50	\$88,500.00
23	Cut/Cap Existing Line	1	EA	\$1,500.00	\$1,500.00
24	Locator Wire Testing Stations	8	EA	\$125.00	\$1,000.00
25	Clearing and Grubbing	1	LS	\$41,250.00	\$41,250.00
26	Temporary Silt Fence	2500	LF	\$2.60	\$6,500.00
27	Seeding	5	Acre	\$900.00	\$4,500.00
28	Mulch Cover	5	Acre	\$900.00	\$4,500.00
29	Solid Sod	200	SY	\$10.00	\$2,000.00
30	Erosion Control Matting	200	SY	\$8.00	\$1,600.00
TOTAL ESTIMATED COSTRUCTION COST					\$1,492,475.00
BASIC ENGINEERING SERVICES @ 8.0%					\$119,398.00
RESIDENT PROJECT REPRESENTATIVE @ 3.6%					\$53,729.10
CONSTRUCTION CONTINGENCIES @ 10%					\$149,247.50
TOTAL ESTIMATED COST					\$1,814,849.60