

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050360-UTL

1. Action Requested/Purpose:

Authorize payment of \$65,959.05 to Levitt and Sons, LLC for the construction and upsizing improvements made to the water main serving *Cascades of Estero*. This is a developer contributed asset with certain items to be paid by Lee County. The project is located on the south side of Estero Parkway (f/k/a Koreshan Boulevard) approximately 1 mile east of US 41 South. This Cost-Sharing Agreement was entered into with Gulf Environmental Services, Inc. (GES) on June 27, 2003 prior to Lee County purchasing the utility system.

2. What Action Accomplishes:

To provide potable water service and fire protection to the subject property; and, with the oversizing of the recently installed water main, will provide regional benefit to the water distribution system in this vicinity.

3. Management Recommendation:

Lee County Utilities requests that the County Manager's office recommend approval of this item.

4. Departmental Category: 10

CIOB

5. Meeting Date:

05-10-2005

6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other** Approval

8. Request Initiated:

Commissioner _____
 Department **Public Works**
 Division **Utilities**
 By: *[Signature]* *4/7/05*
Rick Diaz, P. E., Utilities Director

9. Background:

This project is located within the former Gulf Environmental Services' service area; therefore, 'Permission to Construct' was not granted by the Board and there is no previous Blue Sheet number.

GES, via the Agreement (copy attached) requested the developer to construct a 16" diameter water main and the project only required a 10" diameter water main. Therefore, the 16" diameter main is larger than required and GES agreed to pay the cost difference.

The installation has been inspected for conformance to the Lee County Utilities Operations manual.

Satisfactory pressure and bacteriological testing has been completed.

Record drawings have been received.

The Certification of Completion was issued by the Florida Department of Health to place this main into service on January 13, 2003 (copy attached).

Project Location Map (copy attached).

Funds are available in account number 20717948712.506510 GES Water Transmission System Improvements.

SECTION 27 TOWNSHIP 46S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> J. Lavender Date: <i>4-8-05</i>	N/A	N/A	<i>T.O.</i> T. Osterhout Date: <i>4/7</i>	S. Coovort Date: _____	<i>ehw</i> 4-12-05	<i>5</i> 4-26-05	<i>JK</i> 4/12/05	<i>[Signature]</i> 4/12/05	<i>[Signature]</i> J. Lavender Date: <i>4-8-05</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

Rec. by CoAtty
 Date: *4/11/05*
 Time: *3:20*
 Forwarded To:
[Signature]
4/11/05

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
4-11-05
4:30 pm
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
4-13-05
2:45 pm

COPY

CASCADES AT ESTERO

**COST SHARING AGREEMENT
16" WATER MAIN - KORESHAN BOULEVARD**

THIS AGREEMENT is made and entered into as of this 27th day of June, 2003, by and between **CASCADES BY LEVITT AND SONS, LLC** ("Sponsor") whose address is 7777 Glades Road, Suite 410, Boca Raton, FL 33434 and **GULF ENVIRONMENTAL SERVICES, INC.**, ("Utility") whose address is 19910 South Tamiami Trail, Suite A, Estero, FL 33928.

Preamble. Sponsor owns certain property located in Lee County, Florida, known as **Cascades at Estero**, upon which Sponsor has or will construct a residential subdivision. Sponsor has found it necessary that adequate water facilities and service be provided to Sponsor's land. In order to provide such service, Utility required that a 16" Water Main along Koreshan Boulevard (the "16" Water Main") be constructed, which facility is more particularly shown on Exhibit "A" attached hereto.

The 16" Water Main is larger than required to serve Sponsor's needs. To induce Sponsor to construct an oversized water main, Utility has agreed to cost share with Sponsor for that portion of materials and appurtenances in excess of what is required to adequately serve Sponsor.

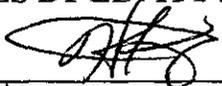
NOW, THEREFORE, in consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Utility agrees to pay the difference between the cost of materials and appurtenances required to construct a 10" water main and the cost of materials and appurtenances required to construct a 16" water main, as shown by the contractor's quotes for each water main size attached to this agreement as Exhibit "B" for the main described in Exhibit "A".
2. Payment shall be rendered based on pay requests submitted to and approved by Sponsor's Engineer. Payment is subject to review and reasonable approval by Utility's Engineer. Payment shall be made by Utility only to Sponsor and in no event shall Utility be responsible for payment to or costs incurred by Sponsor's contractor.
3. Under no circumstances, shall Sponsor be reimbursed for more than the difference between the total cost of materials and appurtenances required to construct a 10" water main and the cost of materials and appurtenances required to construct a 16" water main, as indicated on Exhibit "B".

4. By execution of this Agreement, Sponsor hereby confirms and ratifies the transfer and conveyance of all of Sponsor's right, title and interest in the 16" Water Main to Utility as a contribution in aid of construction.
5. All construction and testing of the 16" Water Main shall be performed to the reasonable satisfaction of Utility in accordance with construction plans approved by Utility and to the standards and specifications of Utility, which plans and specifications are, by reference hereto, made a part hereof.
6. All questions or disputes of whatever nature which may arise under this agreement shall initially be discussed by and between the parties. If the parties are unable to resolve the dispute, it may be submitted to a mediator mutually agreed to by the parties. Cost associated with the mediation shall be borne equally by both parties. If the mediation is unsuccessful to the satisfaction of the parties, the aggrieved party may then pursue its lawfully available remedies.
7. All information required for change orders or supplemental agreements pertaining to the 16" Water Main shall be promptly furnished in writing to Utility by Sponsor's Engineer. All change orders or supplemental agreements pertaining to the 16" Water Main shall require approval of Utility prior to commencement.
8. If either party through its negligent or willful acts or omissions pursuant to this agreement causes the other party or parties to be the subject of a legal action, claim or demand by any persons or legal entity, the party which committed the negligent or willful act or omission agrees to defend, save and hold the other party harmless from such legal action, claim or demand.
9. If any party fails to fulfill its obligations under this agreement in a timely manner, the other party shall have the right to terminate this agreement by giving written notice of any deficiency to the defaulting party. The party in default shall then have sixty (60) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the agreement shall terminate upon the expiration of the sixty (60) days time period.
10. The performance of this agreement shall be in compliance with all applicable laws, orders, and codes of federal, state and local governments.
11. This agreement may not be modified, amended or extended orally. This agreement may be amended only by written agreement executed with the same formality as this agreement.
12. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this agreement and has authorized the execution of this agreement by the party's authorized representative.

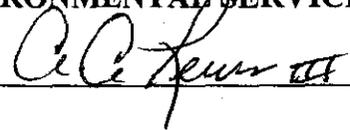
IN WITNESS WHEREOF, Sponsor and Utility have executed and caused this Agreement, inclusive of the Exhibits hereto attached, to be duly executed as of the date and year first above mentioned.

CASCADES BY LEVITT AND SONS, LLC



By: *H. T. Slocum*
Its: *SR. Vice - Pres*

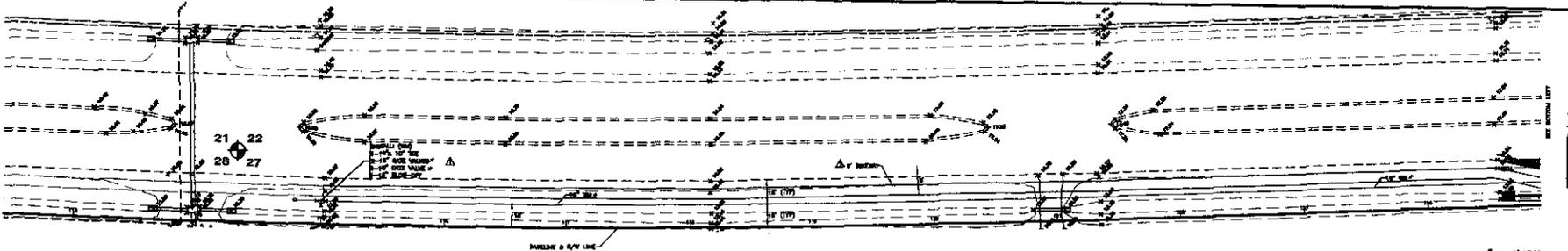
GULF ENVIRONMENTAL SERVICES, INC.



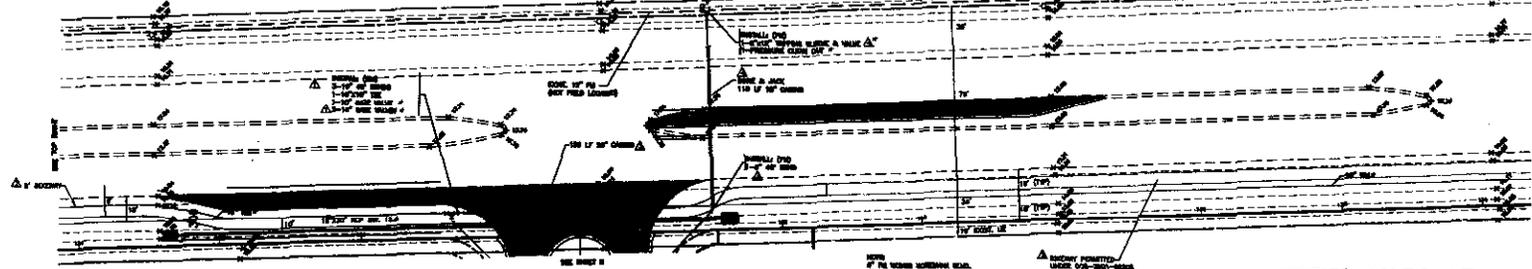
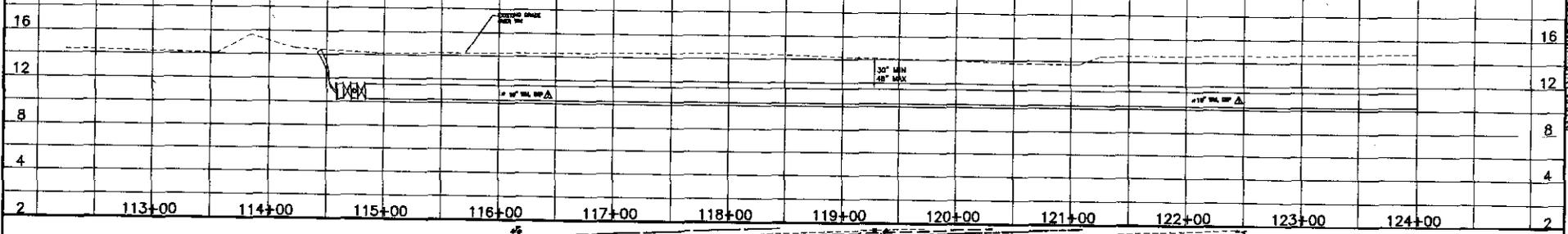
By:
Its

EXHIBIT "A"

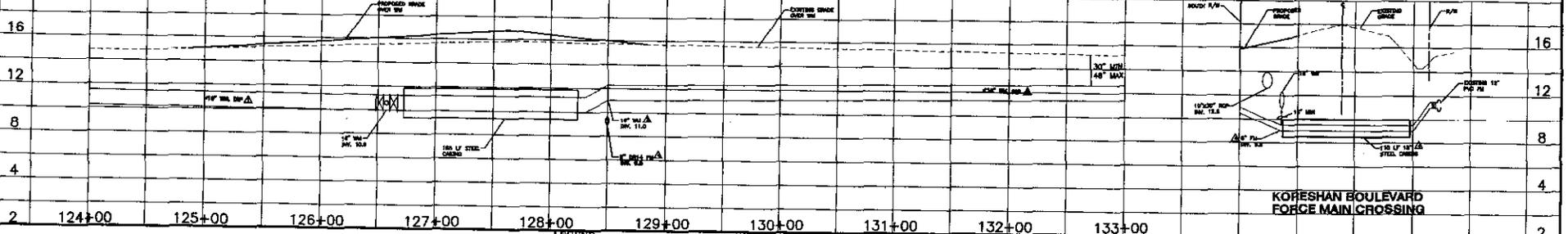
Sketch of 16" Water Main on Koreshan Boulevard



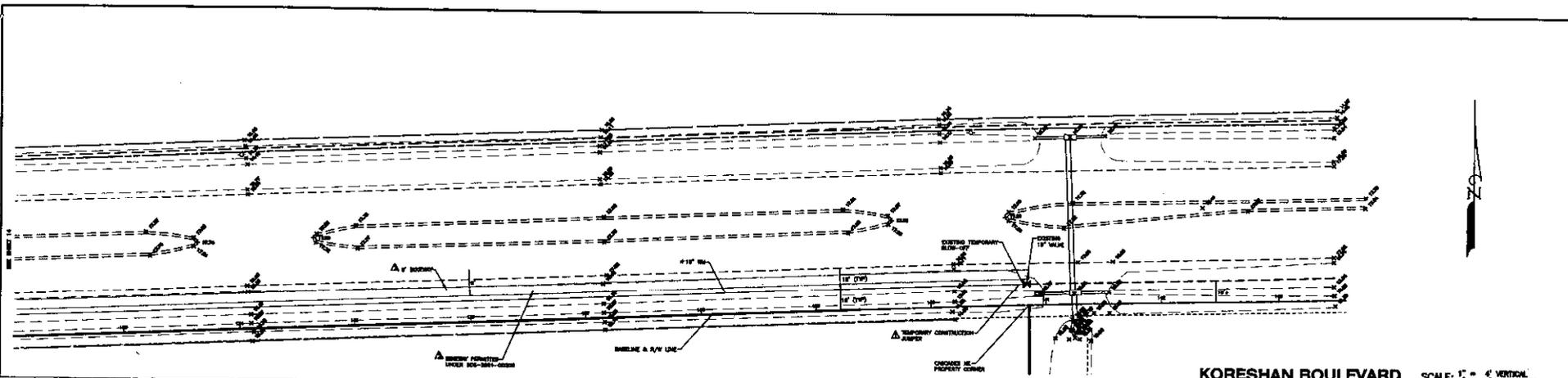
KORESHAN BOULEVARD SCALE: 1" = 40' VERTICAL 4" = 40' HORIZONTAL



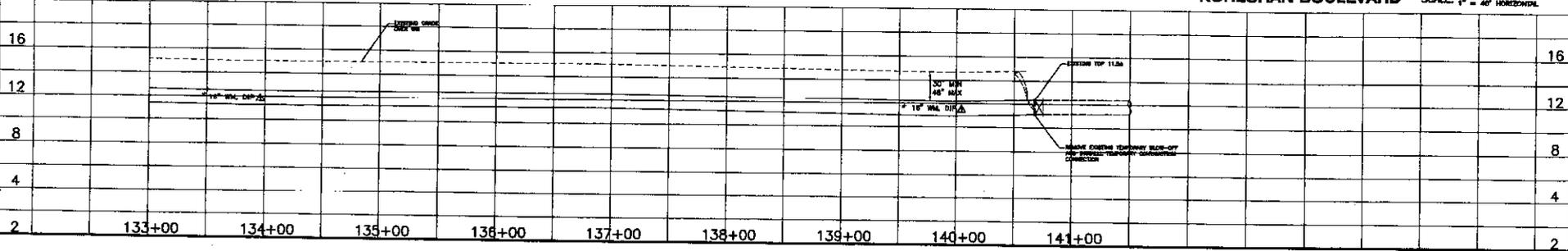
KORESHAN BOULEVARD SCALE: 1" = 40' VERTICAL 4" = 40' HORIZONTAL



LEGEND



KORESCHAN BOULEVARD SCALE: 1" = 4' VERTICAL, 1" = 40' HORIZONTAL



FIRE HYDRANT ASSEMBLY GATE VALVE WATER MAIN WITH DOUBLE AND DOUBLE SERVICE		WATER MAIN AND MANHOLE WITH MANHOLE 4" WATER AND 6" SEWER SERVICE CHANCE		STORM MANHOLE WITH MANHOLE STORM MANHOLE PIPE AND MANHOLE WITH MANHOLE		LEGEND PROPOSED LANE CENTERLINE ELEVATION PROPOSED LANE TOP OF BASE FLOW DIRECTION AND SLOPE PAVEMENT BLANKING FINISHED FLOOR ELEVATION		18" WOOD SIGN 24" WOOD SIGN 36" WOOD SIGN 48" WOOD SIGN 60" WOOD SIGN 72" WOOD SIGN 84" WOOD SIGN 96" WOOD SIGN 108" WOOD SIGN 120" WOOD SIGN 132" WOOD SIGN 144" WOOD SIGN 156" WOOD SIGN 168" WOOD SIGN 180" WOOD SIGN 192" WOOD SIGN 204" WOOD SIGN 216" WOOD SIGN 228" WOOD SIGN 240" WOOD SIGN 252" WOOD SIGN 264" WOOD SIGN 276" WOOD SIGN 288" WOOD SIGN 300" WOOD SIGN 312" WOOD SIGN 324" WOOD SIGN 336" WOOD SIGN 348" WOOD SIGN 360" WOOD SIGN 372" WOOD SIGN 384" WOOD SIGN 396" WOOD SIGN 408" WOOD SIGN 420" WOOD SIGN 432" WOOD SIGN 444" WOOD SIGN 456" WOOD SIGN 468" WOOD SIGN 480" WOOD SIGN 492" WOOD SIGN 504" WOOD SIGN 516" WOOD SIGN 528" WOOD SIGN 540" WOOD SIGN 552" WOOD SIGN 564" WOOD SIGN 576" WOOD SIGN 588" WOOD SIGN 600" WOOD SIGN 612" WOOD SIGN 624" WOOD SIGN 636" WOOD SIGN 648" WOOD SIGN 660" WOOD SIGN 672" WOOD SIGN 684" WOOD SIGN 696" WOOD SIGN 708" WOOD SIGN 720" WOOD SIGN 732" WOOD SIGN 744" WOOD SIGN 756" WOOD SIGN 768" WOOD SIGN 780" WOOD SIGN 792" WOOD SIGN 804" WOOD SIGN 816" WOOD SIGN 828" WOOD SIGN 840" WOOD SIGN 852" WOOD SIGN 864" WOOD SIGN 876" WOOD SIGN 888" WOOD SIGN 900" WOOD SIGN 912" WOOD SIGN 924" WOOD SIGN 936" WOOD SIGN 948" WOOD SIGN 960" WOOD SIGN 972" WOOD SIGN 984" WOOD SIGN 996" WOOD SIGN 1008" WOOD SIGN 1020" WOOD SIGN 1032" WOOD SIGN 1044" WOOD SIGN 1056" WOOD SIGN 1068" WOOD SIGN 1080" WOOD SIGN 1092" WOOD SIGN 1104" WOOD SIGN 1116" WOOD SIGN 1128" WOOD SIGN 1140" WOOD SIGN 1152" WOOD SIGN 1164" WOOD SIGN 1176" WOOD SIGN 1188" WOOD SIGN 1200" WOOD SIGN 1212" WOOD SIGN 1224" WOOD SIGN 1236" WOOD SIGN 1248" WOOD SIGN 1260" WOOD SIGN 1272" WOOD SIGN 1284" WOOD SIGN 1296" WOOD SIGN 1308" WOOD SIGN 1320" WOOD SIGN 1332" WOOD SIGN 1344" WOOD SIGN 1356" WOOD SIGN 1368" WOOD SIGN 1380" WOOD SIGN 1392" WOOD SIGN 1404" WOOD SIGN 1416" WOOD SIGN 1428" WOOD SIGN 1440" WOOD SIGN 1452" WOOD SIGN 1464" WOOD SIGN 1476" WOOD SIGN 1488" WOOD SIGN 1500" WOOD SIGN 1512" WOOD SIGN 1524" WOOD SIGN 1536" WOOD SIGN 1548" WOOD SIGN 1560" WOOD SIGN 1572" WOOD SIGN 1584" WOOD SIGN 1596" WOOD SIGN 1608" WOOD SIGN 1620" WOOD SIGN 1632" WOOD SIGN 1644" WOOD SIGN 1656" WOOD SIGN 1668" WOOD SIGN 1680" WOOD SIGN 1692" WOOD SIGN 1704" WOOD SIGN 1716" WOOD SIGN 1728" WOOD SIGN 1740" WOOD SIGN 1752" WOOD SIGN 1764" WOOD SIGN 1776" WOOD SIGN 1788" WOOD SIGN 1800" WOOD SIGN 1812" WOOD SIGN 1824" WOOD SIGN 1836" WOOD SIGN 1848" WOOD SIGN 1860" WOOD SIGN 1872" WOOD SIGN 1884" WOOD SIGN 1896" WOOD SIGN 1908" WOOD SIGN 1920" WOOD SIGN 1932" WOOD SIGN 1944" WOOD SIGN 1956" WOOD SIGN 1968" WOOD SIGN 1980" WOOD SIGN 1992" WOOD SIGN 2004" WOOD SIGN 2016" WOOD SIGN 2028" WOOD SIGN 2040" WOOD SIGN 2052" WOOD SIGN 2064" WOOD SIGN 2076" WOOD SIGN 2088" WOOD SIGN 2100" WOOD SIGN 2112" WOOD SIGN 2124" WOOD SIGN 2136" WOOD SIGN 2148" WOOD SIGN 2160" WOOD SIGN 2172" WOOD SIGN 2184" WOOD SIGN 2196" WOOD SIGN 2208" WOOD SIGN 2220" WOOD SIGN 2232" WOOD SIGN 2244" WOOD SIGN 2256" WOOD SIGN 2268" WOOD SIGN 2280" WOOD SIGN 2292" WOOD SIGN 2304" WOOD SIGN 2316" WOOD SIGN 2328" WOOD SIGN 2340" WOOD SIGN 2352" WOOD SIGN 2364" WOOD SIGN 2376" WOOD SIGN 2388" WOOD SIGN 2400" WOOD SIGN 2412" WOOD SIGN 2424" WOOD SIGN 2436" WOOD SIGN 2448" WOOD SIGN 2460" WOOD SIGN 2472" WOOD SIGN 2484" WOOD SIGN 2496" WOOD SIGN 2508" WOOD SIGN 2520" WOOD SIGN 2532" WOOD SIGN 2544" WOOD SIGN 2556" WOOD SIGN 2568" WOOD SIGN 2580" WOOD SIGN 2592" WOOD SIGN 2604" WOOD SIGN 2616" WOOD SIGN 2628" WOOD SIGN 2640" WOOD SIGN 2652" WOOD SIGN 2664" WOOD SIGN 2676" WOOD SIGN 2688" WOOD SIGN 2700" WOOD SIGN 2712" WOOD SIGN 2724" WOOD SIGN 2736" WOOD SIGN 2748" WOOD SIGN 2760" WOOD SIGN 2772" WOOD SIGN 2784" WOOD SIGN 2796" WOOD SIGN 2808" WOOD SIGN 2820" WOOD SIGN 2832" WOOD SIGN 2844" WOOD SIGN 2856" WOOD SIGN 2868" WOOD SIGN 2880" WOOD SIGN 2892" WOOD SIGN 2904" WOOD SIGN 2916" WOOD SIGN 2928" WOOD SIGN 2940" WOOD SIGN 2952" WOOD SIGN 2964" WOOD SIGN 2976" WOOD SIGN 2988" WOOD SIGN 3000" WOOD SIGN 		PLAN AND PROFILE PHASE 2 OF PARCEL B CASCADES AT ESTERO PREPARED BY: LEVITT & SONS, INC. SHEET 15 OF 26 SHEETS	
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Exhibit A - sheet 2 of 2

EXHIBIT "B"

**COST COMPARISON FOR 16" WATERMAIN VS 10" WATERMAIN
 FOR: CASCADES OFFSITE WATERMAIN
 TO: LEVITT CONSTRUCTION CORP. EAST
 FROM: MITCHELL & STARK CONSTRUCTION CO. INC.
 DATE: MAY 7, 2002**

	UNIT	# UNIT	TOTAL UP	TOTAL
16' WATERMAIN MATERIAL AND LABOR				
CONNECTION TO EX. WATERMAIN	EA	1	1618.00	1618.00
16 INCH DIP WM	LF	2640	35.32	93244.80
16" GATE VALVE	EA	4	3600.00	14400.00
16" BLOWOFF	EA	1	924.00	924.00
OPEN CUT CASING 28 INCH	LF	155	98.00	15190.00
TOTAL				\$125,376.80
10" WATERMAIN MATERIAL AND LABOR				
CONNECTION TO EX. WATERMAIN	EA	1	1575.00	1575.00
10 INCH DR 18 WATERMAIN	LF	2485	14.89	37001.65
10 INCH DR 14 WATERMAIN	LF	155	13.42	2080.10
10 INCH GATE VALVE	EA	4	972.00	3888.00
10 INCH BLOWOFF	EA	1	923.00	923.00
OPEN CUT CASING 16"	LF	155	90.00	13950.00
TOTAL				\$59,417.75
DIFFERENCE IN 16" AND 10" WATERMAIN				\$65,959.05

NOTES:

1. The comparison only compares 16" items to 10" items for work in the offsite watermain.
2. The labor rate used for above is the same for 16" and 10" items.



January 13, 2003

Mr. Richard H. McCormick
Heidt & Associates, Inc.
3800 Colonial Boulevard, Suite 200
Fort Myers, Florida 33919

Reference: Cascades at Estero (Parcel B)
Permit Number: 0143009-133DS
Bacteriological Clearance Dates: 12-10-02/12-11-02
Gulf Environmental Services, Inc.
Complete Clearance

Dear Mr. McCormick:

This will serve to acknowledge receipt of certification that the referenced water project has been completed in accordance with the plans and related materials approved by this department under the permit number and date shown.

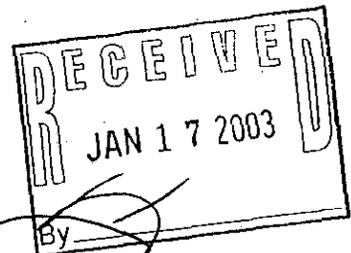
Based on this certification and satisfactory bacteriological results, we are clearing these facilities for service.

Sincerely,

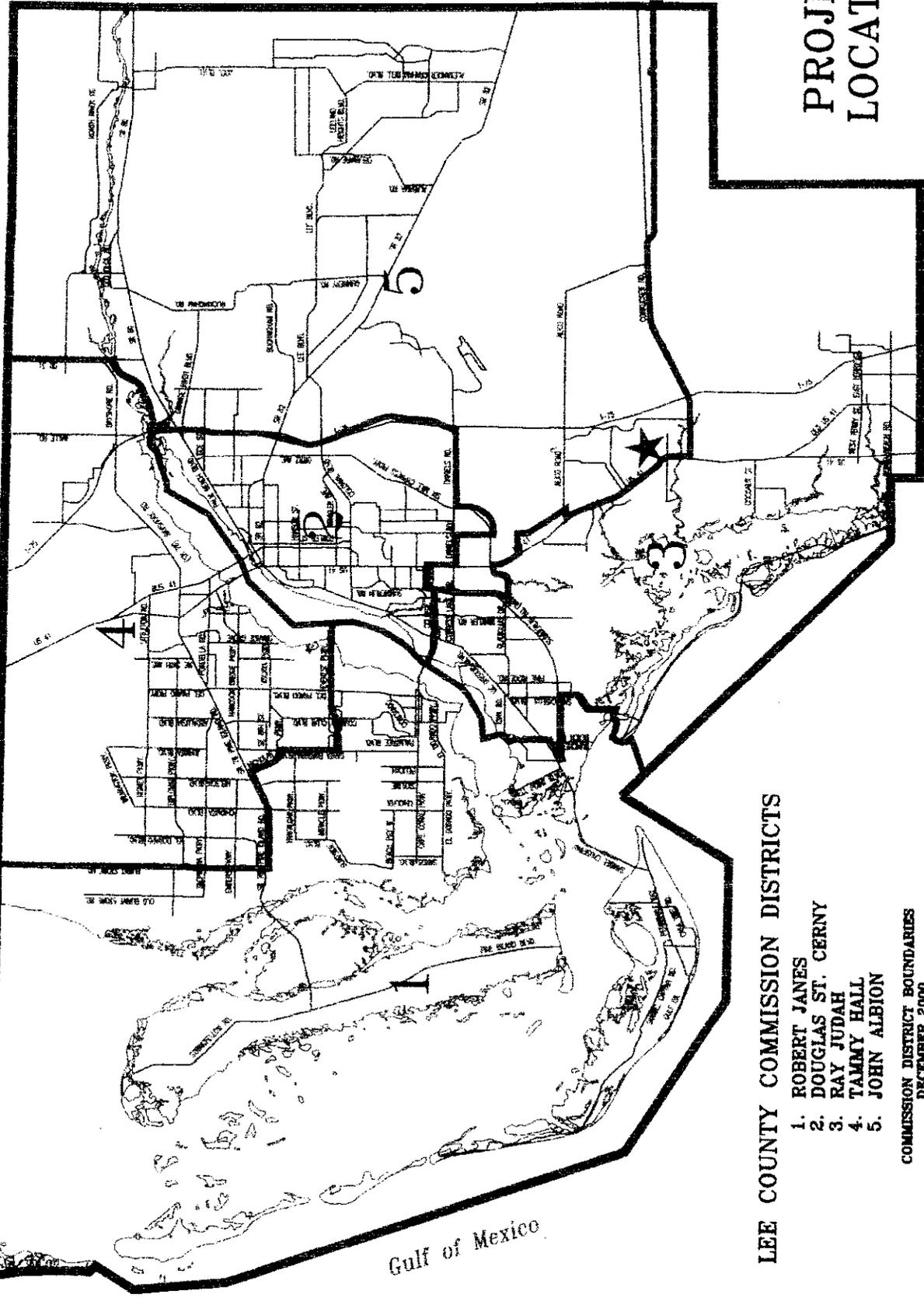
A handwritten signature in cursive script that reads "Gary A. Maier".

Gary A. Maier, P.E.
Director
Environmental Engineering

GAM/ksm
cc: A.A. Reeves, Gulf Environmental Services, Inc.



CASCADES AT ESTERO -- WATER MAIN COST - SHARING AGREEMENT
 SECTION 27, TOWNSHIP 46, RANGE 25 - ESTERO PARKWAY
 COMMISSION DISTRICT #5 - ALBION



PROJECT
 LOCATION

LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. TAMMY HALL
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

Gulf of Mexico

CASCADES AT ESTERO - WATER MAIN COST-SHARING AGREEMENT

COMMISSION DISTRICT #5 - ALBION

