

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

Blue Sheet No. 20050361-UTL

**1. Action Requested/Purpose:**

Authorize payment of \$24,625.00 to Toll Estero Limited Partnership for the construction and upsizing improvements made to the water main serving *Belle Lago*. This is a developer contributed asset with certain items to be paid by Lee County. The project is located on the north side of Estero Parkway (f/k/a Koreshan Boulevard) approximately 3/4 of a 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 over sizing 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**

*CIOC*

**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: Rick Diaz, P. E., Utilities Director *4/7/05*

**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 April 17, 2003 (copy attached). Project Location Map (copy attached). Funds are available in account number 20717948712.506510 GES Water Transmission System Improvements.

SECTION 21 TOWNSHIP 46S RANGE 25 E 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>J. Lavender</i> Date: <i>4-8-05</i>	N/A	N/A	<i>T.O.</i> T. Osterhout Date: <i>4/7</i>	<i>S. Covert</i> S. Covert Date: _____	<i>bw</i> 4-12-05	<i>ss</i> 4-12-05	<i>ms</i> 4/12/05	<i>PK</i> 4/12/05	<i>J. Lavender</i> 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:  
*CA*

RECEIVED BY  
 COUNTY ADMIN: *PK*  
*4-11-05 ms*  
*4:30 pm*  
 COUNTY ADMIN  
 FORWARDED TO: *PK*  
*4-13-05*  
*2:45 pm*

COPY

**BELLE LAGO**

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

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of June, 2003, by and between **TOLL ESTERO LIMITED PARTNERSHIP** ("Sponsor") whose address is 28341 S. Tamiami Trail, Suite 4, Bonita Springs, FL 34134 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 **Belle Lago**, 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 8" 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 8" water main and the cost of materials and appurtenances required to construct a 16" water main, as indicated on Exhibit "B".

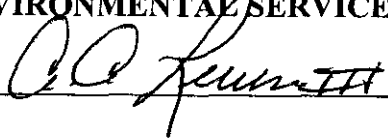
4. By execution of this Agreement, Sponsor hereby confirms and ratifies the transfer and conveyance of all of Sponsor's right, title and interest in the 16" Water Main to Utility as a contribution in aid of construction.
5. All construction and testing of the 16" Water Main shall be performed to the 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.

**TOLL ESTERO LIMITED PARTNERSHIP**

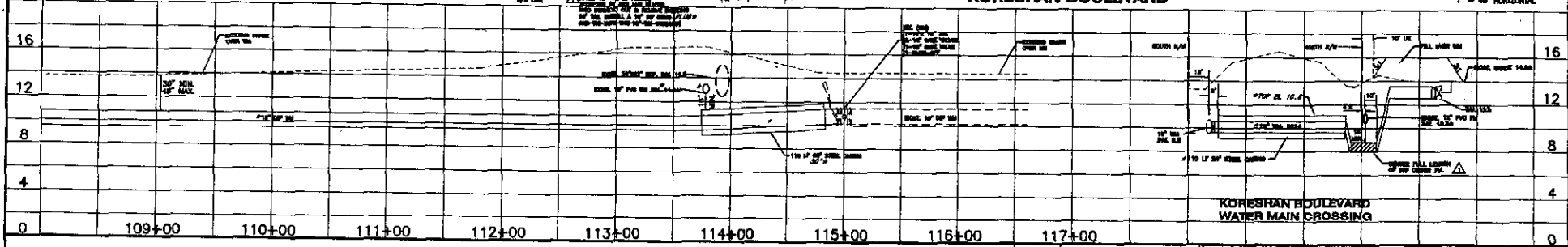
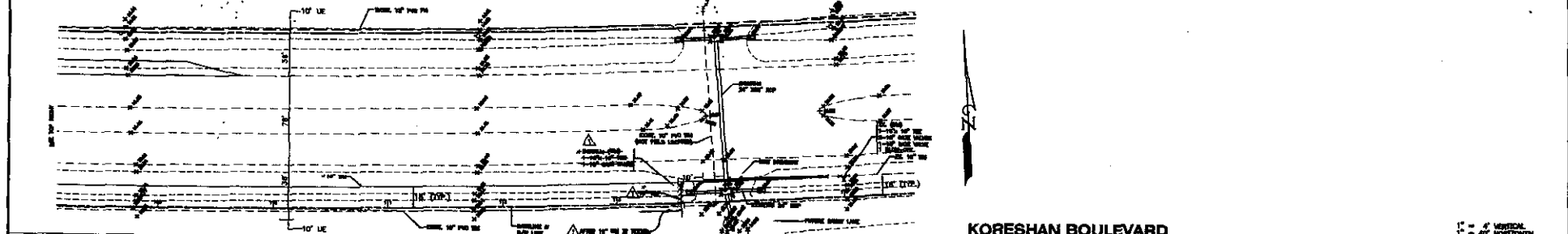
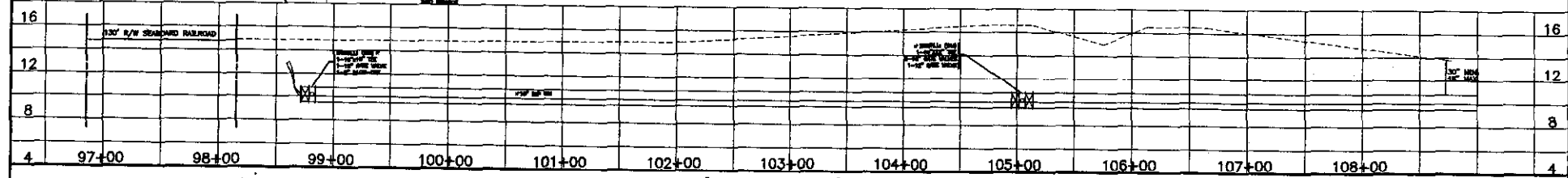
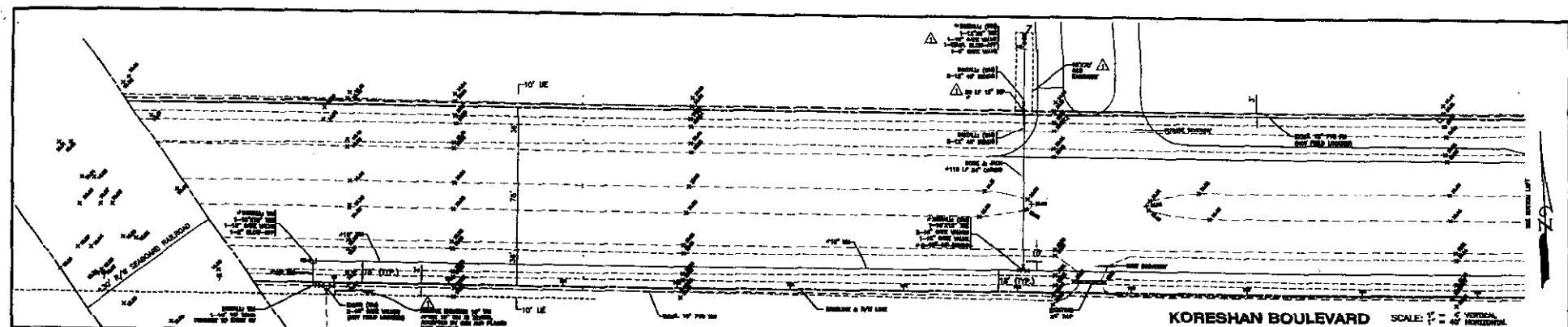
  
\_\_\_\_\_  
By: RALPH E. REINERT  
Its: VICE PRESIDENT

**GULF ENVIRONMENTAL SERVICES, INC.**

  
\_\_\_\_\_  
By:  
Its:

**EXHIBIT "A"**

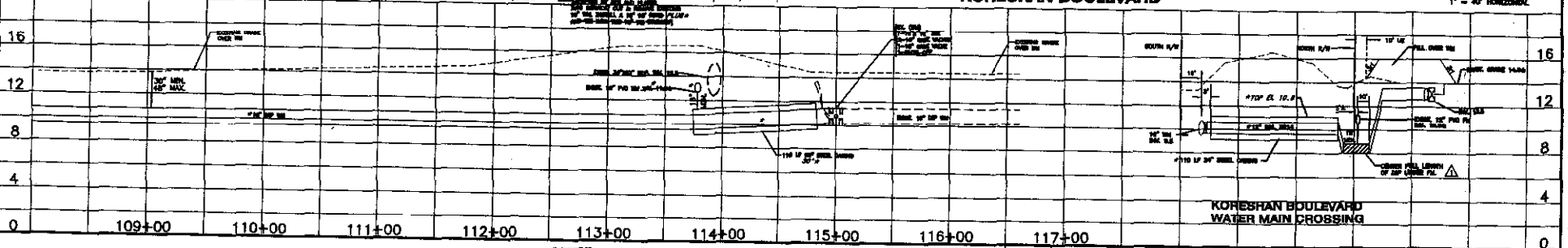
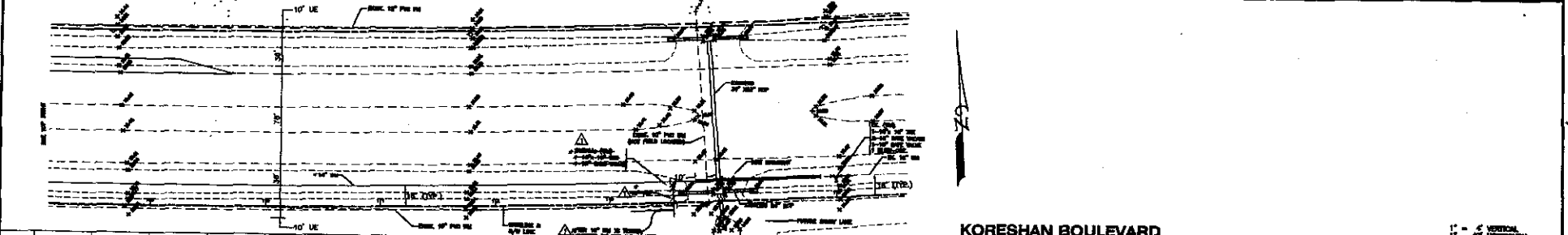
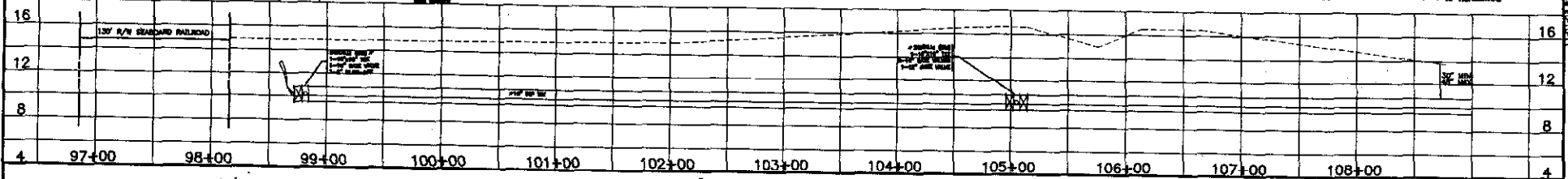
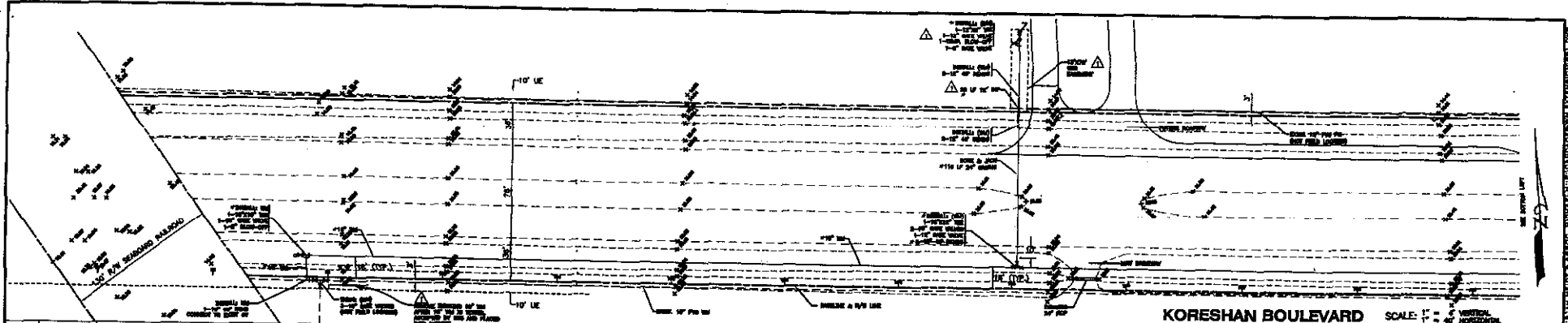
**Sketch of 16" Water Main on Koreshan Boulevard**



LEGEND			
	12" DIA. PIPES		18" DIA. PIPES
	24" DIA. PIPES		36" DIA. PIPES
	42" DIA. PIPES		48" DIA. PIPES
	60" DIA. PIPES		72" DIA. PIPES
	10" DIA. PIPES		15" DIA. PIPES
	20" DIA. PIPES		24" DIA. PIPES
	30" DIA. PIPES		36" DIA. PIPES
	42" DIA. PIPES		48" DIA. PIPES
	60" DIA. PIPES		72" DIA. PIPES
	84" DIA. PIPES		96" DIA. PIPES
	108" DIA. PIPES		120" DIA. PIPES
	132" DIA. PIPES		144" DIA. PIPES
	156" DIA. PIPES		168" DIA. PIPES
	180" DIA. PIPES		192" DIA. PIPES
	216" DIA. PIPES		240" DIA. PIPES
	288" DIA. PIPES		360" DIA. PIPES
	432" DIA. PIPES		504" DIA. PIPES
	576" DIA. PIPES		648" DIA. PIPES
	720" DIA. PIPES		800" DIA. PIPES
	864" DIA. PIPES		936" DIA. PIPES
	1008" DIA. PIPES		1080" DIA. PIPES
	1152" DIA. PIPES		1224" DIA. PIPES
	1296" DIA. PIPES		1368" DIA. PIPES
	1440" DIA. PIPES		1512" DIA. PIPES
	1584" DIA. PIPES		1656" DIA. PIPES
	1728" DIA. PIPES		1800" DIA. PIPES
	1872" DIA. PIPES		1944" DIA. PIPES
	2016" DIA. PIPES		2088" DIA. PIPES
	2160" DIA. PIPES		2232" DIA. PIPES
	2304" DIA. PIPES		2376" DIA. PIPES
	2448" DIA. PIPES		2520" DIA. PIPES
	2592" DIA. PIPES		2664" DIA. PIPES
	2736" DIA. PIPES		2808" DIA. PIPES
	2880" DIA. PIPES		2952" DIA. PIPES
	3024" DIA. PIPES		3096" DIA. PIPES
	3168" DIA. PIPES		3240" DIA. PIPES
	3312" DIA. PIPES		3384" DIA. PIPES
	3456" DIA. PIPES		3528" DIA. PIPES
	3600" DIA. PIPES		3672" DIA. PIPES
	3744" DIA. PIPES		3816" DIA. PIPES
	3888" DIA. PIPES		3960" DIA. PIPES
	4032" DIA. PIPES		4104" DIA. PIPES
	4176" DIA. PIPES		4248" DIA. PIPES
	4320" DIA. PIPES		4392" DIA. PIPES
	4464" DIA. PIPES		4536" DIA. PIPES
	4608" DIA. PIPES		4680" DIA. PIPES
	4752" DIA. PIPES		4824" DIA. PIPES
	4896" DIA. PIPES		4968" DIA. PIPES
	5040" DIA. PIPES		5112" DIA. PIPES
	5184" DIA. PIPES		5256" DIA. PIPES
	5328" DIA. PIPES		5400" DIA. PIPES
	5472" DIA. PIPES		5544" DIA. PIPES
	5616" DIA. PIPES		5688" DIA. PIPES
	5760" DIA. PIPES		5832" DIA. PIPES
	5808" DIA. PIPES		5976" DIA. PIPES
	6048" DIA. PIPES		6120" DIA. PIPES
	6192" DIA. PIPES		6264" DIA. PIPES
	6336" DIA. PIPES		6408" DIA. PIPES
	6480" DIA. PIPES		6552" DIA. PIPES
	6624" DIA. PIPES		6696" DIA. PIPES
	6768" DIA. PIPES		6840" DIA. PIPES
	6888" DIA. PIPES		6984" DIA. PIPES
	7032" DIA. PIPES		7128" DIA. PIPES
	7176" DIA. PIPES		7272" DIA. PIPES
	7320" DIA. PIPES		7416" DIA. PIPES
	7464" DIA. PIPES		7560" DIA. PIPES
	7608" DIA. PIPES		7704" DIA. PIPES
	7748" DIA. PIPES		7848" DIA. PIPES
	7892" DIA. PIPES		7992" DIA. PIPES
	8036" DIA. PIPES		8136" DIA. PIPES
	8180" DIA. PIPES		8280" DIA. PIPES
	8324" DIA. PIPES		8424" DIA. PIPES
	8468" DIA. PIPES		8568" DIA. PIPES
	8612" DIA. PIPES		8712" DIA. PIPES
	8756" DIA. PIPES		8900" DIA. PIPES
	8944" DIA. PIPES		9136" DIA. PIPES
	9128" DIA. PIPES		9372" DIA. PIPES
	9360" DIA. PIPES		9608" DIA. PIPES
	9552" DIA. PIPES		9844" DIA. PIPES
	9840" DIA. PIPES		10080" DIA. PIPES

PLANNING		DESIGN		CONSTRUCTION	
3-28-03	ADDED WATER RECORD INFORMATION	12-15-02	REVISIONS	10-21-02	REVISIONS
<b>HESITT &amp; ASSOCIATES, INC.</b> 3001 North Orange 6000 Citrus Boulevard, #200 North Palm Beach, Florida 33411 Phone: 561-853-3200 Fax: 561-853-3205		<b>PLAN AND PROFILE</b> <b>16" WATER MAIN EXTENSION            ALONG            KORESHAN BOULEVARD</b>			
<b>ALH. WOODBRIDGE, P.E.</b> NO. 46912 FLORIDA PROFESSIONAL ENGINEER		<b>TOLL BROTHERS</b> SHEET 2 OF 3 SHEETS			

Exhibit A



**LEGEND**

---	EDGE OF R/W OR FORCE MAIN	DL	DRY DRAINAGE	
---	EXIST. DRAINAGE PIPE	EP	EXIST. SANITARY PIPE	
---	EXIST. WATER	UE	UTILITY ENCLOSURE	
---	EXIST. SEWER	SE	STORMWATER CHANNEL	
---	FM	FORCE MAIN	LE	LEAVE
---	FM	FORCE MAIN	SL	SOLE
---	FM	FORCE MAIN	SW	SIDE OF HIGHWAY
---	FM	FORCE MAIN	SH	SOFT SHOULDER SHOULDER

**REVISIONS**

NO.	DATE	DESCRIPTION
3-29-05		ADD WATER RECORD INFORMATION
12-13-05		REVISED FOR GOLF COURSE, SERVICES CHANGING

**HEEDY & ASSOCIATES, Inc.**  
 Tampa • Port Honeysuckle  
 3010 E. Hillsborough Ave.  
 Suite 200  
 Tampa, FL 33610  
 Phone: 813-943-1100  
 Fax: 813-943-3700

R. H. MOOREHEAD, P.E. NO. 48813  
 FLORIDA PROFESSIONAL ENGINEER

**PLAN AND PROFILE**  
**16" WATER MAIN EXTENSION ALONG KORESCHAN BOULEVARD**

**TOLL BROTHERS**

**15-21-08**

**PP1 SHEET 2 OF 3 SHEETS**

Estimate Sheet

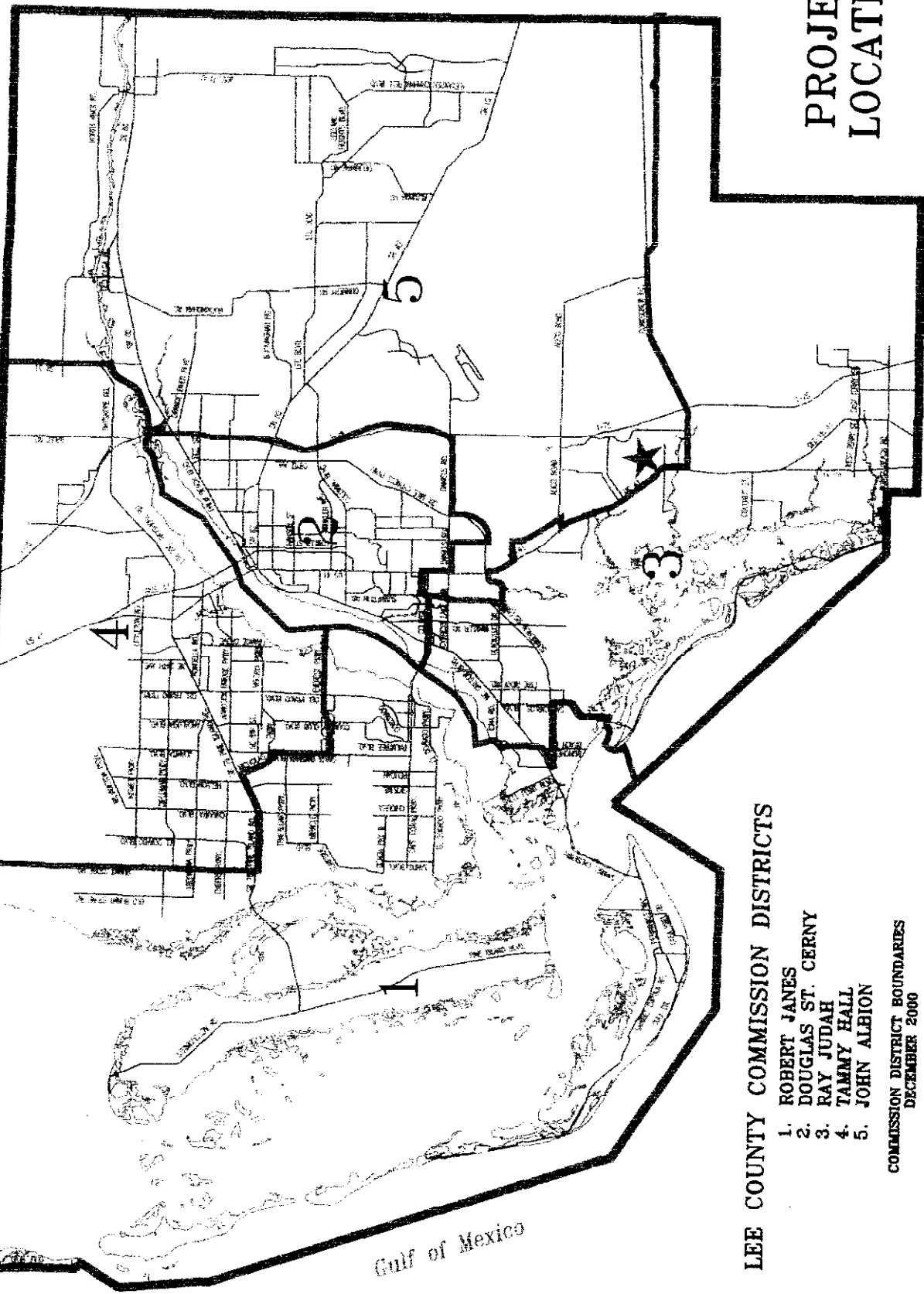
EXHIBIT "B"

Sun Coast Underground Utility Construction Corp.				Job:	Koreshan Blvd. Watermain	
172 Egret Street				Location:	Estero, FL	
Ft. Myers Beach, FL 33931				Date:	5/29/2003	
Phone: (2391) 463-6632				Bid Date:	16" vs. 8" material cost	
Fax: (239) 463-2666					comparison.	
Description	Quantity	Unit	Materials	Labor	Subcontract	Total
<b>16" Watermain Materials:</b>						
16" DIP Pipe	1640	LF	\$ 14.40		\$ 14.40	\$ 23,616.00
16" Restraints	13	EA	\$ 232.00		\$ 232.00	\$ 3,016.00
16"x12" Tee	1	EA	\$ 708.00		\$ 708.00	\$ 708.00
16" - 45 Bend	5	EA	\$ 491.00		\$ 491.00	\$ 2,455.00
16" GV	3	EA	\$ 2,622.00		\$ 2,622.00	\$ 7,866.00
16" Sleeve	1	EA	\$ 442.00		\$ 442.00	\$ 442.00
30" Casing	110	LF	\$ 57.80		\$ 57.80	\$ 6,358.00
16"x2" Plug	1	EA	\$ 139.00		\$ 139.00	\$ 139.00
<b>16" Watermain Materials Total =</b>						<b>\$ 44,600.00</b>
<b>8" Watermain Materials:</b>						
8" DR 18 Pipe	1640	LF	\$ 7.92		\$ 7.92	\$ 12,988.80
8" Restraints	13	EA	\$ 55.00		\$ 55.00	\$ 715.00
8" Tee & 12"x8" Red.	1	EA	\$ 355.00		\$ 355.00	\$ 355.00
8" - 45 Bend	5	EA	\$ 139.00		\$ 139.00	\$ 695.00
8" GV	3	EA	\$ 566.00		\$ 566.00	\$ 1,698.00
8" Sleeve	1	EA	\$ 133.00		\$ 133.00	\$ 133.00
20" Casing	110	LF	\$ 30.40		\$ 30.40	\$ 3,344.00
8"x2" Plug	1	EA	\$ 46.20		\$ 46.20	\$ 46.20
<b>8" Watermain Materials Total =</b>						<b>\$ 19,975.00</b>
<b>Price Difference =</b>						<b>\$ 24,625.00</b>



# PROJECT LOCATION

BELLE LAGO - WATER MAIN COST-SHARING AGREEMENT  
 SECTION 21, TOWNSHIP 46, RANGE 25 - ESTERO PARKWAY  
 COMMISSION DISTRICT #5 - ALBION



## 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

**BELLE LAGO - WATER MAIN COST-SHARING AGREEMENT**

COMMISSION DISTRICT #5 - ALBION



**SECTION 21 - TOWNSHIP 46 - RANGE 25 ESTERO PARKWAY**