

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Exhibit "G" Reclaimed Water Oversizing/Extension Agreement, Lakeview at Heathrow LLC

DEPARTMENT: Environmental Services DIVISION: PEI

AUTHORIZED BY: [Signature] CONTACT: [Signature] EXT. 2118
John Cirello, Director Mike Harber, Sr. Engineer

Agenda Date 5/23/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and Authorize Chairman to execute the Exhibit "G" to the Conditional Utility Agreement for Water service with Lakeview at Heathrow LLC for oversizing/extending off-site reclaimed water facilities to Lakeview at Heathrow Development.

District – 5 Commissioner Carey

BACKGROUND:

Exhibit "G" to the Conditional Utility Agreement for Reclaimed Water Service states the terms and conditions under which the Developer of Lakeview at Heathrow will construct a 8" reclaimed water line. Staff has identified the need to oversize/extend the off-site water facility in this portion of the County's northwest service area based on work performed by our master planning engineers, Reiss Environmental. Cost associated with oversizing/extending of this Reclaimed water main for approximately 3220 lineal feet, is \$198,846.34. These cost are supplied to Seminole County by JTC III Development Corp and Shutts & Bowen Engineering.

Reviewed by:
Co Atty: 4/28/06
DFS: _____
Other: _____
DCM: [Signature]
CM: [Signature]
File No. CESP01

Exhibit "G"

Water Agreement
(Reclaimed)

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and Lakeview at Heathrow, LLC whose address is 1053 Maitland Ctr. Cnns. Blvd., Suite 100, Maitland, FL 32751 referred to as "OWNER".

W I T N E S S E T H:

WHEREAS, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Potable and Reclaimed Water Service; and

WHEREAS, OWNER requires a reclaimed water service system to serve future residential development to be located on the Property; and

WHEREAS, OWNER is willing to construct an off-site reclaimed water system and other appurtenant facilities to serve the Property and convey said water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

WHEREAS, OWNER has executed a Conditional Utility Agreement For Potable and Reclaimed Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Potable and Reclaimed Water Service and this Agreement comprise the complete and entire water agreement between the parties,

NOW, THEREFORE, in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing, permitting, constructing, conveying and accepting the reclaimed water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Recitals. The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions. As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) Reclaimed Water System. The terms "Reclaimed Water System" or "Water System" shall refer to and mean the construction of an off-site reclaimed water transmission system on AAA DR @ INT'L PKWY to THE END OF AAA DR @ LAKEVIEW including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements. All permits and engineering design and construction contracts, plans and specifications for the Water System as and when filed with and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference. AT HEATHROW ENTRANCE

(b) Service Area. The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Potable and Reclaimed Water Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

(a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site water main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Potable and Reclaimed Water Service.

Section 4. Conveyance. In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

Section 5. Construction of Installations. In addition to the provisions of Section 9 of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

Section 6. Payment. COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "A" attached hereto and incorporated herein and shall not exceed \$ 198,846.34. Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Water System. To be eligible for reimburse-

ment by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Water System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to the off-site water main in accordance with this Agreement.

Section 7. Risk of Loss. OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

Section 8. Approval of County. As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts

and corresponding prices prepared for the OWNER regarding the Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER or any individual or entity for faulty design or construction of the Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement For Potable or Reclaimed Water Service, or under applicable COUNTY regulations and procedures.

Section 9. Access to Site. The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

Section 10. Operation and Maintenance. Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide such water service to the public generally.

Section 11. Indemnification. OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or

(b) any breach of warranties made by OWNER pursuant to this Agreement.

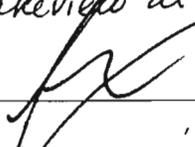
Section 12. County's Liability. Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:


Secretary

(CORPORATE SEAL)

Lakeview at Heathrow, LLC
By: 
President

Date: 2-1-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

Susan E. Dietrich 4-28-06
County Attorney
SED/lpk
5/18/05
exhibit G reclaimed water

Attachment:
Attachment "A" - Construction Costs

LAKEVIEW AT HEATHROW, LLC

1053 MAITLAND CENTER COMMONS BOULEVARD
SUITE 100 ~ MAITLAND, FL 32751
TELEPHONE: 407.478.9800 ~ FACSIMILE: 407.478.4100

INVOICE

Mike Harber
Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773-7441

April 24, 2006

Reference: Lakeview
AAA Drive Reclaim Waterline

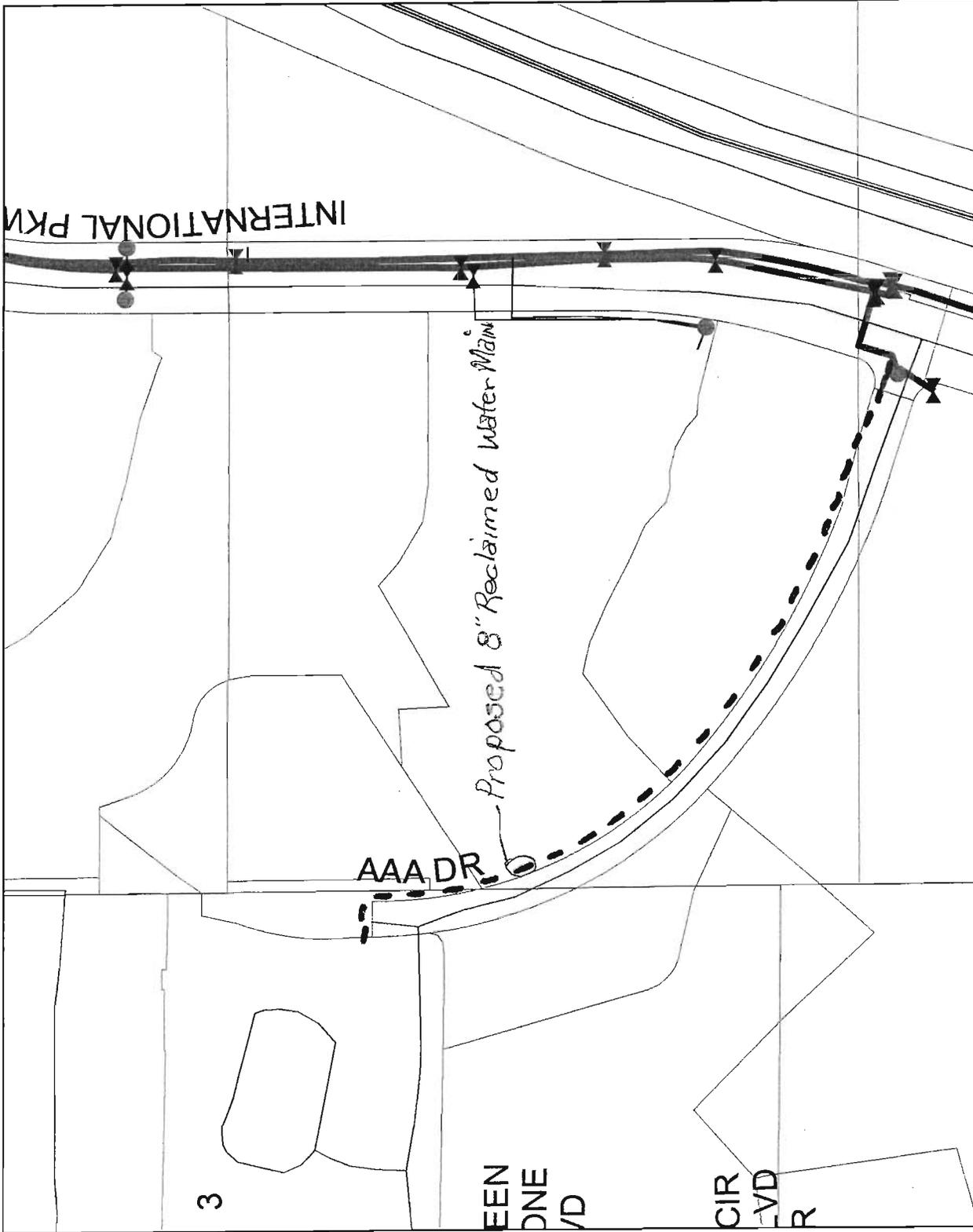
Survey Control (American Surveying & Mapping)	\$ 5,400.00
Construction Management by JTC-III	3,000.00
Contractor – FE Development (Proposal attached)	<u>184,654.70</u>
Total:	\$ 193,054.70
Three Percent (3%) Contingency:	<u>5,791.64</u>
TOTAL INVOICE:	\$ 198,846.34

Please make checks payable to Lakeview at Heathrow, LLC.

Thank you.

AAA Drive Reclaimed Water

No.	Description	Quantity	Unit	Unit Price	Total
GENERAL SITE WORK					
1	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2	Remove & Replace Sidewalk	435	LF	\$ 27.50	\$ 11,962.50
3	Remove & Replace Curb	50	LF	\$ 17.00	\$ 850.00
4	Sod R/W	6650	SY	\$ 3.30	\$ 21,945.00
5	Open Cut	2	EA	\$ 5,500.00	\$ 11,000.00
6	Traffic Control	1	LS	\$ 8,500.00	\$ 8,500.00
7	Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00
7	Bond	1	LS	\$ 3,335.00	\$ 3,335.00
8	As-Builts	1	LS	\$ 4,500.00	\$ 4,500.00
TOTAL SITEWORK					\$ 72,092.50
RECLAIMED WATER SYSTEM					
1	8" PVC DR-18	3220	LF	\$ 22.79	\$ 73,383.80
2	4" PVC DR-18	60	LF	\$ 18.64	\$ 1,118.40
3	8" Gate Valve	7	EA	\$ 995.00	\$ 6,965.00
4	6" Gate Valve	8	EA	\$ 775.00	\$ 6,200.00
5	4" Gate Valve	3	EA	\$ 665.00	\$ 1,995.00
6	8" Air Release Valve	2	EA	\$ 5,500.00	\$ 11,000.00
7	2" Blow-Off	1	EA	\$ 950.00	\$ 950.00
8	Tie to Existing	1	EA	\$ 750.00	\$ 750.00
9	Misc. Fittings	1	LS	\$ 6,900.00	\$ 6,900.00
10	Testing	1	LS	\$ 3,300.00	\$ 3,300.00
RECLAIMED WATER SYSTEM TOTALS					\$ 112,562.20
TOTAL BID NOTES					
1	Center Line Control By Owner.				
2	Any material price increases will be passed on to the owner from time of bid that are beyond FED-R's control.				
3	Bid price good for 60 days.				
4	Permits at direct cost to owner + \$500.00.				
5	Testing includes soil compaction density.				



Proposed AAA Drive Reclaimed Water Main Exhibit "G"

Produced by Seminole County Environmental Services 4/25/2006.

