

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amended Exhibit "G" Sewer Oversizing and Extension Agreement, Mikler Lake

DEPARTMENT: Environmental Services **DIVISION:** Business Office

AUTHORIZED BY: *Robert G. Adolphe* **CONTACT:** *Becky Noggle* EXT. 2143
Robert G. Adolphe, Director Becky Noggle, Sr. Coordinator

Agenda Date <u>8/24/04</u> Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and Authorize Chairman to execute the Exhibit "G" amendments to Conditional Utility Agreements for Sewer service with Mikler Road Development LLC. for oversizing and extension of off-site sewer facilities to the Mikler Lake subdivision.

BACKGROUND:

Amended Exhibit "G" to the Conditional Utility Agreements for Sewer Service states the terms and conditions under which the Developer of Mikler Lake subdivision will construct an 8" force main. Staff has identified the need to extend and oversize the off-site sewer facilities in this portion of the County's service area based on work performed by our master planning engineers. Cost associated with oversizing and extension of these facilities to 8" from a 6" force main for approximately 5,850 lineal feet is \$310,603.00. Adequate funds for oversizing are available for this project in Water and Sewer Oversizings.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u><i>SS</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CESA01</u>

AMENDMENT TO EXHIBIT "G" SEWER AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 11th day of December, 2003, between **MIKLER ROAD DEVELOPMENT LLC**, whose address is 650 S. Central Avenue, Suite 1000, Oviedo, Florida 32765, hereinafter referred to as "OWNER," and **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".

W I T N E S S E T H:

WHEREAS, the OWNER and COUNTY entered into the above-referenced Agreement on December 11, 2003 for the OWNER to construct an off-site sewer system and other appurtenant facilities with capacity greater than the amount required to serve the property and the COUNTY to reimburse OWNER for the sewer system costs for such increased capacity; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 6 of the Agreement is amended to read:

Section 6. Payment.

COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Sewer System as described in Section 2(a) herein. The construction costs are set forth in Revised Attachment "A" attached hereto and incorporated herein and shall not exceed THREE

HUNDRED TEN THOUSAND SIX HUNDRED THREE AND NO/100 DOLLARS (\$310,603.00). Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Sewer System. To be eligible for reimbursement 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:

* * * * *

2. Attachment "A" of the Agreement is deleted and Revised Attachment "A" attached hereto is substituted therefor.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of this Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

OWNER



By:

CHRISTIAN M. SWANN
PRESIDENT
ROCKWELL LANA & DEVELOPMENT, CORP.

(CORPORATE SEAL)

Date:

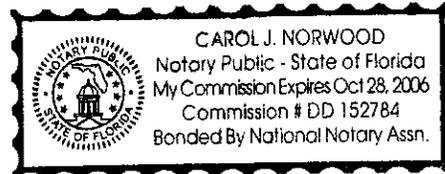
8-07-04

cms

I HEREBY CERTIFY that, on this 4 day of August, 2004, before me, the officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Christian M. Swann and NA as NA and NA of MIKLER ROAD DEVELOPMENT LLC and who are personally known to me or who have produced FL DRIVER LICENSE as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Carol J. Norwood

(NOTARY SEAL)



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

SED/lpk
7/23/04
am sewer agt mikler rd dev

Attachment:

Revised Attachment "A" - Construction Costs

REVISED ATTACHMENT A

ENGINEER'S OPINION OF COST				
PROJECT: MIKLER LAKE SUBDIVISION				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TABLE A (MIKLER TO RED BUG LAKE)				
6" PVC FORCE MAIN	2737	LF	10.69	29,258.53
6" PLUG VALVE	1	EA	987.00	987.00
6"X6" WET TAP	1	EA	2,605.00	2,605.00
F.M. FITTINGS & TEST	1	LS	3,890.00	3,890.00
JACK & BORE 15" CASING	110	LF	188.00	20,680.00
RESTORATION AND MOT	1	LS	15,500.00	15,500.00
6" ON-SITE FORCE MAIN	406	LF	8.09	3,284.54
LIFT STATION	1	LS	75,200.00	75,200.00
R/W PERMIT SEMINOLE COUNTY	1	LS	2,280.00	2,280.00
TOTAL TABLE A				153,685.07
TABLE B (MIKLER TO ALOMA)				
8" PVC FORCE MAIN OFF-SITE	5820	LF	20.21	117,622.20
8" PLUG VALVE OFF-SITE	4	EA	1,362.00	5,448.00
8"X16" WET TAP	1	EA	3,948.00	3,948.00
F.M. FITTINGS & TEST OFF-SITE	1	LS	18,278.00	18,278.00
JACK & BORE 20"	322	LF	191.00	61,502.00
JACK & BORE 16"	163	LF	153.42	25,007.46
8" PVC JACK & BORE	485	LF	23.91	11,596.35
AIR RELEASE VALVE	3	EA	3,911.00	11,733.00
RESTORATION AND MOT	1	LS	21,892.00	21,892.00
8" PVC FORCE MAIN ON-SITE	406	LF	10.26	4,165.56
8" PLUG VALVE ON-SITE	1	EA	1,362.00	1,362.00
LIFT STATION	1	LS	113,876.00	113,876.00
F.M. FITTINGS & TEST ON-SITE	1	LS	4,330.00	4,330.00
R/W PERMIT SEMINOLE COUNTY	1	LS	6,356.00	6,356.00
ENGINEER DESIGN	1	LS	17,700.00	17,700.00
SURVEY FEE ROUTE SURVEY	1	LS	5,200.00	5,200.00
GEOTECHNICAL ANALYSIS	1	LS	3,200.00	3,200.00
REIMBURSIBLES	1	LS	389.00	389.00
EXTRA SERVICES FOR DESIGN	1	LS	1,437.50	1,437.50
SILT FENCE	4900	LF	1.05	5,145.00
INTEREST EXPENSE	1	LS	4,100.00	4,100.00
CONTINGENCY	1	LS	20,000.00	20,000.00

TOTAL TABLE B				464,288.07
COUNTY'S CONTRIBUTION (TABLE A - TABLE B)				310,603.00