

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 27, 2007 [x] Consent [ ] Regular
[ ] Workshop [ ] Public Hearing
Department:
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

Project No. : 2003512

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. Approve a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT) concerning the construction and funding of the 45th Street Bridge replacement over the Florida Turnpike.
B. Adopt a Resolution authorizing this JPA with the FDOT.

Summary: Through this Agreement, FDOT will provide the County a lump sum of \$3,700,000 as its share of the cost for design, construction and inspection of the replacement bridge, including, but not limited to the additional span length required to accommodate an eight-lane future Turnpike facility. In addition, this Agreement addresses the necessary cooperation, coordination and responsibilities for FDOT and the County to design and construct the 45th Street Bridge.

Districts: 6 and 7 (MRE)

Background and Justification: As part of the County's widening of 45th Street and the replacement of the bridge over the Turnpike, the County will design its new bridge to be compatible with a future eight-lane Turnpike section. The cooperation between the County and FDOT will minimize the cost of providing transportation facilities and minimize disruption to the public. The County has funded the replacement bridge within its Capital Improvement Program. The FDOT will provide the County a lump sum of \$3,700,000 during Fiscal Year 2009, at the earliest, provided the construction has been completed and the funds are available. The Agreement also addresses the exchange of right-of-way at the 45th Street crossing of the Turnpike and its approaches.

Attachments:

- 1. Location Sketch
2. Joint Participation Agreement with Exhibits "A and B" - 5
3. Resolution - 2

Recommended By: [Signature] 1/24/07 [Signature]
Division Director Date

Approved By: [Signature] 1/30/07
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	3.7M	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>3.7M</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_  
Budget Acct No.: Fund \_\_\_ Dept. \_\_\_ Unit \_\_\_ Object  
Program

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding for the design and construction of the project - 45<sup>th</sup> Street/Jog Road to Haverhill Road, including the replacement bridge over the Turnpike, has been included in the approved Five Year Road Program - Fiscal Years 2002 to 2007. As such, this project is not entirely dependent on the funding to be provided by FDOT, although the \$3.7 million is included as miscellaneous revenue in FY 2009 providing some funding to the Road Program. The cost of construction for the project is provided in FY 2007 at \$17,810,000.

C. Departmental Fiscal Review: R.D. Ward 1/23/07

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature] 2-6-07  
OFMB  
[Handwritten initials and dates: 2-6-07, 2-7-07]

[Signature] 2/7/07  
Contract Dev. and Control  
6. Jones 2/7/07

This Contract complies with our contract review requirements.

**B. Approved as to Form and Legal Sufficiency:**

[Signature]  
Assistant County Attorney

**C. Other Department Review:**

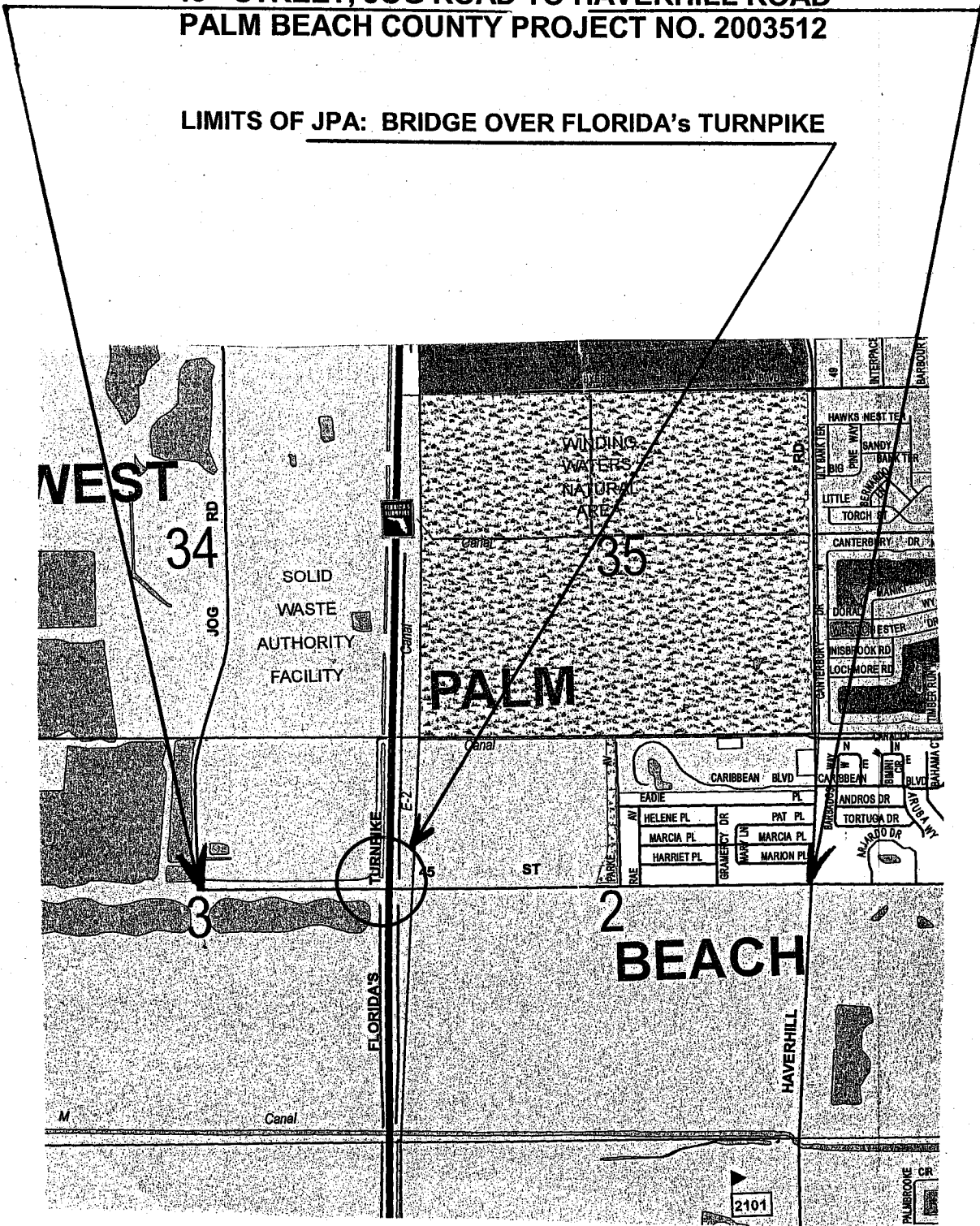
\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**

### PROJECT LOCATION

45<sup>th</sup> STREET, JOG ROAD TO HAVERHILL ROAD  
PALM BEACH COUNTY PROJECT NO. 2003512

LIMITS OF JPA: BRIDGE OVER FLORIDA'S TURNPIKE



LOCATION SKETCH

JOINT PARTICIPATION AGREEMENT  
between  
PALM BEACH COUNTY, FLORIDA  
and  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
for  
45<sup>th</sup> STREET BRIDGE OVER THE TURNPIKE  
PALM BEACH COUNTY, FLORIDA

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Turnpike Headquarters, Milepost 263, Florida's Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761, hereinafter referred to as the "DEPARTMENT", and the Board of County Commissioners of PALM BEACH COUNTY a political subdivision of the State of Florida, whose address is P.O. Box 21229, West Palm Beach, Florida 33416-1229, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the COUNTY is currently in the process of accomplishing the design of the replacement bridge for 45<sup>th</sup> Street over the Turnpike in Palm Beach County, Florida; and

WHEREAS, the COUNTY is designing and constructing this replacement bridge to accommodate the COUNTY's improvements to 45<sup>th</sup> Street, a COUNTY owned road, from two to five lanes; and

WHEREAS, the COUNTY has funded the replacement bridge within its Capital Improvement Program; and

WHEREAS, if the replacement bridge were to be constructed to span the existing Turnpike typical section, the DEPARTMENT would be responsible to modify or replace the bridge to accommodate the future widening of the Turnpike; and

WHEREAS, the DEPARTMENT has no funds committed at this time to replace the bridge at 45<sup>th</sup> Street; and

WHEREAS, pursuant to section 338.222 (2), Florida Statutes, the DEPARTMENT is authorized to contract with local government entities for certain construction activities of any Turnpike project which the Legislature has approved; and

WHEREAS, the DEPARTMENT's funding obligation is Contingent upon annual appropriation Legislature approval. Funds for this project (232613-1-58-01) are not available in the Adopted Work Program for fiscal year 2009 as of the execution of this agreement;

THEREFORE, the funds approval and encumbrance process will be contingent upon Legislative approval of the 2008-2012 Adopted Work Program.

WHEREAS, the DEPARTMENT and the COUNTY are desirous of cooperating to minimize the cost of providing transportation facilities and minimizing disruption to the public through planning for the prospective Turnpike widening in the bridge design and construction being undertaken by the COUNTY; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the project and for good and valuable consideration acknowledged hereto, the parties agree to the following:

1. The foregoing recitations are true and correct and are hereby incorporated by reference and made a part hereof.
2. The COUNTY will accomplish the following:
  - a. Design. As part of the COUNTY's widening of 45<sup>th</sup> Street and the replacement of the bridge over the Turnpike, the COUNTY will design its new bridge to be compatible with a eight-lane Turnpike section. The COUNTY's designer shall be prequalified pursuant to Rule Chapter 14-75, Florida Administrative Code. The bridge shall be designed in accordance with the current edition of the AASHTO Design Specifications with Interim Specification, and designed and detailed in accordance with current editions of the Florida Department of Transportation's "Structures Design Guidelines," "Structures Detailing Manual," and "Plans Preparation Manual," as amended and supplemented, which are hereby incorporated by reference. The COUNTY shall also ensure that the DEPARTMENT shall be named as an additional insured on the bridge structure's prime contractor's general liability policy, and that said contractor shall maintain a payment and performance bond in effect, and that both shall be maintained in effect during and through the construction of the bridge. The COUNTY will submit the design of the new bridge to the DEPARTMENT at a frequency acceptable to the parties, for ultimate approval by the DEPARTMENT.
  - b. Environmental Permits. Prior to advertisement of any construction contract to be funded in whole or in part by the DEPARTMENT, the COUNTY shall acquire all environmental permits in accordance with local, state and federal permit requirements. It shall be the COUNTY's responsibility to ensure compliance with all environmental permit requirements.
  - c. Relocation of Utilities. The COUNTY shall be responsible for causing the relocation of any easements, permit holders or utilities, if any, from the right-of-way needed for the bridge.
  - d. Construction/CEI. The COUNTY shall administer and construct the bridge in accordance with current applicable DEPARTMENT Standard Specifications for Road

and Bridge Construction, and plans approved by the DEPARTMENT, comply with all secured, applicable local, state and federal permits, and all relevant DEPARTMENT policies, procedures, safety standards and maintenance of traffic standards. The COUNTY shall cause to be performed all Construction Engineering and Inspection (CEI) and management engineering services necessary to assure proper coordination of all activities and all operations involved, in order to achieve a project constructed in accordance with the plans, permits, and specifications.

e. Special Permit. The DEPARTMENT shall provide a Special Permit to the COUNTY for the use and benefit of the COUNTY, its successors, assigns, agents, employees, contractors, and subcontractors, for over and across the portion of the Turnpike at 45<sup>th</sup> Street with such equipment and materials as necessary for the purposes of construction to replace the existing 45<sup>th</sup> Street Bridge and thereafter to allow the COUNTY, its successors, assigns, agents, employees, contractors, and subcontractors to enter upon DEPARTMENT property to inspect, maintain, repair and operate the 45<sup>th</sup> Street Bridge. The rights to be granted by this Special Permit shall be subject to the terms and conditions of this Agreement and any additional terms and conditions set forth in the Special Permit to be issued hereunder, including but not limited to, the current Turnpike Lane Closure Policy and Procedure and any future modifications to the Turnpike Lane Closure Policy and Procedure, notice, coordination, precedence of Turnpike work over permit work, and restoration of Turnpike right-of-way to acceptable condition. The Special Permit will include a condition requiring any utilities that need to be relocated to accommodate the work, or that may be installed as a part of the project, to be permitted separately using the FDOT Utility Permit. The COUNTY acknowledges and agrees that the Special Permit for the construction of the project and future maintenance, upon DEPARTMENT property, shall not operate to create any property right or right to compensation in the COUNTY or its successors. The COUNTY will apply to the DEPARTMENT for this Special Permit prior to entering the DEPARTMENT right-of-way to proceed to construction, to allow the COUNTY access to the DEPARTMENT's right-of-way.

f. The COUNTY shall provide the DEPARTMENT with Traffic Control Plan details to keep all Turnpike lanes open during construction, with the exception of certain late night road closures authorized by the DEPARTMENT. (A suitable marked detour may be proposed if it is less inconvenient to Turnpike patrons than temporary ramp pavement and traffic shifts.) The COUNTY shall provide the DEPARTMENT with Traffic Control Plans for all phases of this project, prepared during project plans development and approved by the Turnpike. The COUNTY shall seek and obtain written approval from FDOT District IV and all other local jurisdictions that may be impacted by the Traffic Control Plan, or any portion, thereof. A Special Permit shall not be issued to the COUNTY until this Traffic Control Plan has been approved by the DEPARTMENT and all other agencies, and the requested documentation received by the DEPARTMENT. The approved Traffic Control Plan is subject to modification by the DEPARTMENT should the DEPARTMENT later determine safety or operational issues require the modification.

h. The COUNTY shall provide a schedule submission with milestone dates for coordination with anticipated concurrent Turnpike work at least 6 months prior to the COUNTY letting date. The COUNTY shall modify construction phasing and timeline to minimize work activity and traffic conflicts. Sufficient detail shall be shown in the schedule to identify such conflicts with anticipated Turnpike projects.

i. Section 287.133(2)(a), Florida Statutes. The COUNTY shall include the following restriction in the letting of the bridge construction contract:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

3. The DEPARTMENT will accomplish the following:

a. Design. The DEPARTMENT will provide to the COUNTY an approved typical section for a eight-lane Turnpike through the project limits to be used in the design of the 45<sup>th</sup> Street bridge replacement.

b. Review and Approval. The DEPARTMENT will promptly review and provide the DEPARTMENT's final approval of the design and construction plans of the 45<sup>th</sup> Street bridge replacement.

c. Special Permit. The DEPARTMENT will expediently process the Special Permit for the construction of the replacement bridge upon receipt of the properly completed permit application, following DEPARTMENT approval of the design and construction plans and the Traffic Control Plans.

d. Funding. Subject to section e., immediately below, the DEPARTMENT will provide to the COUNTY the LUMP SUM of \$3,700,000.00 as its share of the cost for the design, construction and CEI for the replacement bridge, including but not limited to, the additional span length required to accommodate a eight-lane Turnpike facility. The DEPARTMENT shall provide a LUMP SUM of \$3,700,000.00 to the COUNTY during fiscal year 2009, at the earliest, provided the construction has been completed and the funds are available.

- e. Payment by the DEPARTMENT. Upon completion of the construction and upon notice by the DEPARTMENT that funds are available to reimburse the COUNTY, the COUNTY will submit an invoice and supporting documentation to the attention of Satya Sukumar, Senior Project Manager Turnpike Headquarters, Florida's Turnpike, Milepost 263, Building 5315, Turkey Lake Service Plaza, P.O. Box 613069, Ocoee, Florida 34761, with reference to the Joint Participation Agreement on the invoice, accompanied by copies of Engineer certification of substantial completion of construction of the bridge. The DEPARTMENT, upon acceptance, and review and approval of said invoice, shall pay the COUNTY the Lump Sum of \$3,700,000.00.
4. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the Participant's general accounting records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors necessary to the DEPARTMENT for a proper audit of costs. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Travel costs will not be reimbursed.
  5. The provisions of Section 339.135(6)(a), Florida Statutes, which follow, are hereby incorporated: The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. A statement from the comptroller of the department shall be required stating that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
  6. In accordance with Florida law, the DEPARTMENT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida legislature.
  7. Section 215.422(5), Florida Statutes, requires the DEPARTMENT to include a statement of vendor rights. The COUNTY is hereby advised of the following:
    - a. Participants providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has (5) five working days to inspect and approve the goods and services. The



Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- b. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the County. Interest penalties of less than one (1) dollar will not be enforced unless the County requests payment. Invoices that have to be returned to the County because of County preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
  - c. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include action as an advocate for contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, at 1-800-848-3792.
8. If the COUNTY's construction interferes with the DEPARTMENT's operations and responsibilities, the Executive Director of the Turnpike Enterprise shall decide all questions, difficulties and disputes involving traffic safety, construction, maintenance of traffic, and maintenance within the DEPARTMENT's right-of-way that may occur in connection with or by reason of this Agreement. The Executive Director's decisions upon all questions, difficulties and disputes shall be final and conclusive upon the parties hereto.
  9. Maintenance. Upon completion of the bridge, the bridge shall be solely owned and maintained by the COUNTY. The COUNTY shall be responsible for maintaining the bridge and any appurtenances to the bridge constructed as a part of this permitted project. The COUNTY shall notify the Turnpike Permits Office at least 48 hours (two working days) prior to performing any inspections or routine or periodic maintenance that may be required on portions of the bridge within the Turnpike's right-of-way. At that time the Permits Office will notify the appropriate Turnpike Staff of the activity and review the work and traffic control plan for compliance with Department Standards and Specifications. COUNTY shall maintain the bridge to protect and prevent any hazards from occurring to the public traveling below the bridge. It shall be the COUNTY's responsibility to monitor, inspect and maintain the structural integrity of the bridge, including bridge inspections and reports in accordance with Section 335.074, Florida Statutes. In the event that bridge deficiencies come to the attention of the DEPARTMENT, which are not corrected by COUNTY upon reasonable notice, failure to correct may be deemed grounds for termination of this agreement and removal of the bridge. COUNTY agrees to reimburse the DEPARTMENT for the cost of removal or repairs, in the event the

COUNTY does not correct bridge deficiencies, and for attorney fees and costs to enforce this provision.

10. Property exchanges. The COUNTY has conveyed to the DEPARTMENT in fee simple the area of the Turnpike that crosses the 45<sup>th</sup> Street right-of-way, as more particularly described on Exhibit "A" attached hereto and made a part hereof; and the DEPARTMENT has conveyed to the COUNTY those certain areas approaching the bridge and which are more particularly described on Exhibit "B" attached hereto and made a part hereof.
11. The DEPARTMENT may cancel this Agreement for refusal of the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 of the Florida Statutes, made or reviewed by the COUNTY in conjunction with this Agreement and shall make provisions in its Agreements with its consultants and sub-consultants to terminate for failure to comply with this provision.
12. The COUNTY warrants that it has not employed or obtained any company or person, other than bona fide employees or consultants of the COUNTY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee or consultant employed by the COUNTY. For the breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability at its discretion and to withhold payments or funds budgeted and allocated for this project.
13. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT.
14. The COUNTY, to the extent allowed by the laws of Florida, agrees to indemnify, defend and save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature whatsoever arising out of any act, neglect, or omission by the COUNTY, its employees, in its performance of this Agreement, or because of, or due to the breach of this Agreement by the COUNTY, or employees. Neither this provision, nor any other in this Agreement, shall be construed to conflict with Section 768.28, Florida Statutes.
15. The COUNTY shall require the bridge contractor to indemnify and hold harmless the DEPARTMENT, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the construction contract. Such requirement shall be made a part of the project specifications or bid documents. The COUNTY shall provide a copy of the executed contractor's contract to the DEPARTMENT.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
17. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and accordingly, no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.
18. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Further, no waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted and such written waiver shall only be applicable to the specified instance to which it relates and shall not be deemed to be a continuing or future waiver.
19. Jurisdiction and Venue. The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state or local, and further agree that venue shall lie in either Leon County, Florida, Orange County or Palm Beach County, Florida.
20. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.
21. Counterparts. This Agreement shall be executed in no less than four (4) counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
22. Recordation. This Agreement may be recorded in the Official Records of Palm Beach County, Florida.
23. Notices. All notices, certificates or other communications (except invoices) shall be sufficiently given and shall be deemed given when hand-delivered, mailed by registered or certified mail, postage prepaid, return receipt requested, or overnight courier service with guaranteed next day delivery to parties at the following addresses:

As to the DEPARTMENT:

James L. Ely, Executive Director

Florida Turnpike Enterprise  
Florida Department of Transportation  
Turnpike Headquarters  
Florida's Turnpike Enterprise, Milepost 263  
Building 5315, Turkey Lake Service Plaza  
P.O. Box 613069  
Ocoee, Florida 34761

With a copy to: Jack R. Leonard, Turnpike General Counsel  
(same address as above)

With a copy to: Jennifer M. Olson  
Turnpike Director of Highway Operations  
Florida Department of Transportation  
Florida Turnpike Enterprise, MP 65  
P. O. Box 9828  
Pompano Beach, Florida 33310

**As to the COUNTY:**

Palm Beach County  
Department of Engineering & Public Works  
2300 North Jog Road  
3<sup>rd</sup> Floor, West  
West Palm Beach, Florida 33411  
Attn: Omelio Fernandez

With a copy to: Marlene Everitt, County Attorney  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other designation of further or different addresses shall be deemed given on the date such notice is delivered by hand by national receipted overnight delivery service (e.g. Federal Express) or three days after the date mailed in the United States Mail, return receipt requested.

25. This Agreement shall become effective on the date when the last one of the COUNTY, and the DEPARTMENT has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the COUNTY, and the DEPARTMENT.

**IN WITNESS WHEREOF**, the COUNTY and the DEPARTMENT have caused this Agreement to be executed by their duly authorized officers on the dates indicated below.

PALM BEACH COUNTY, FLORIDA  
A Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Addie L. Greene; CHAIR

BY: \_\_\_\_\_  
James L. Ely, D.P.A., Executive Director  
FLORIDA TURNPIKE ENTERPRISE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:  
Sharon R. Bock, CLERK & COMPTROLLER  
Circuit Court

ATTEST:

\_\_\_\_\_  
CLERK OR DEPUTY CLERK (SEAL)

\_\_\_\_\_  
EXECUTIVE SECRETARY (SEAL)

APPROVED AS TO FORM AND:  
LEGAL SUFFICIENCY

LEGAL REVIEW:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
TURNPIKE LEGAL COUNSEL

APPROVED AS TO TERMS AND CONDITIONS

BY: <sup>ADK</sup> Orlando A. Fernandez

**EXHIBIT "A"**

(Legal description for property being conveyed by COUNTY to DEPARTMENT)



CFN 20060465748  
 OR BK 20711 PG 1604  
 RECORDED 06/09/2006 16:20:21  
 Palm Beach County, Florida  
 AMT 10.00  
 Doc Stamp 0.70  
 Sharon R. Beck, CLERK & COMPTROLLER  
 Pgs 1604 - 1606; (3pgs)

RETURN TO: PALM BEACH COUNTY  
 NAME: R/W ACQUISITION SECTION  
 POST OFFICE BOX 21229  
 ADDRESS: WEST PALM BEACH, FLORIDA 33416  
 ATTN: CRAIG WESSENDORF  
 ACCT. NO.: 1010 W/C BOX 1066

N/m

R2006-0758 **COUNTY DEED**

THIS DEED, made this MAY 02 2006 by PALM BEACH COUNTY, a political subdivision of the State of Florida, party of the first part, and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, Florida's Turnpike Enterprise, with principal place of business located at Turnpike Headquarters, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida 34761, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the parties of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the parties of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

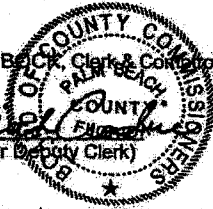
Property more particularly described in Exhibit "A", attached hereto and made a part hereof.

The party of the first part hereby reserves mineral rights interests in the property, in accordance with Florida Statute 270.11.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairperson of said Board, the day and year aforesaid.

ATTEST:  
 SHARON R. BECK, Clerk & Comptroller

BY: Judith E. ...  
 Clerk (or Deputy Clerk)



PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: Toni Masilotti  
 Chairman or Vice Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Paul F. J. ...  
 County Attorney

This instrument prepared by:  
 Paul King, Assistant County Attorney  
 Palm Beach County  
 P.O. Box 21229  
 West Palm Beach, FL 33416

STATE OF FLORIDA  
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 02 day of May, 2006 by Toni Masilotti Chairman or Vice Chairperson, Board of County Commissioners, who is personally known to me or who has produced ~~to me~~ ~~identification~~ and who did not take an oath.

Gloria Madison  
 Typed name of Acknowledger  
 Deputy Clerk



271-LGL  
 Rev. 03/03/05

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF 45TH STREET AS RECORDED IN DEED BOOK 1055, PAGE 496. PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 42 EAST, MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH RIGHT-OF-WAY LINE OF SAID 45TH STREET AND THE EAST LINE OF SAID SECTION 3; THENCE NORTH 88°09'39" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE SAID 45TH STREET, A DISTANCE OF 454.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, CONTRACT NO. 4.1; THENCE NORTH 03°37'01" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 100.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE SOUTH 88°09'39" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 457.48 FEET TO THE EAST LINE OF SAID SECTION 3, BEING THE EAST RIGHT-OF-WAY LINE OF SAID SUNSHINE STATE PARKWAY; THENCE SOUTH 05°10'35" WEST ALONG THE EAST LINE OF SAID SECTION 3 AND EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.16 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 45,605 SQUARE FEET MORE OR LESS.

BEARINGS SHOWN HEREON ARE ASSUMED WITH THE EAST LINE OF SAID SECTION 3 BEARING NORTH 05°10'35" EAST

NO SEARCH PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, SUITE 405, WEST PALM BEACH, FLORIDA, 33406.


I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

N. Howard  
NORMAN J. HOWARD, P.S.M.  
FLORIDA CERTIFICATE NO. 5776

11-15-05  
DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PARCEL 110

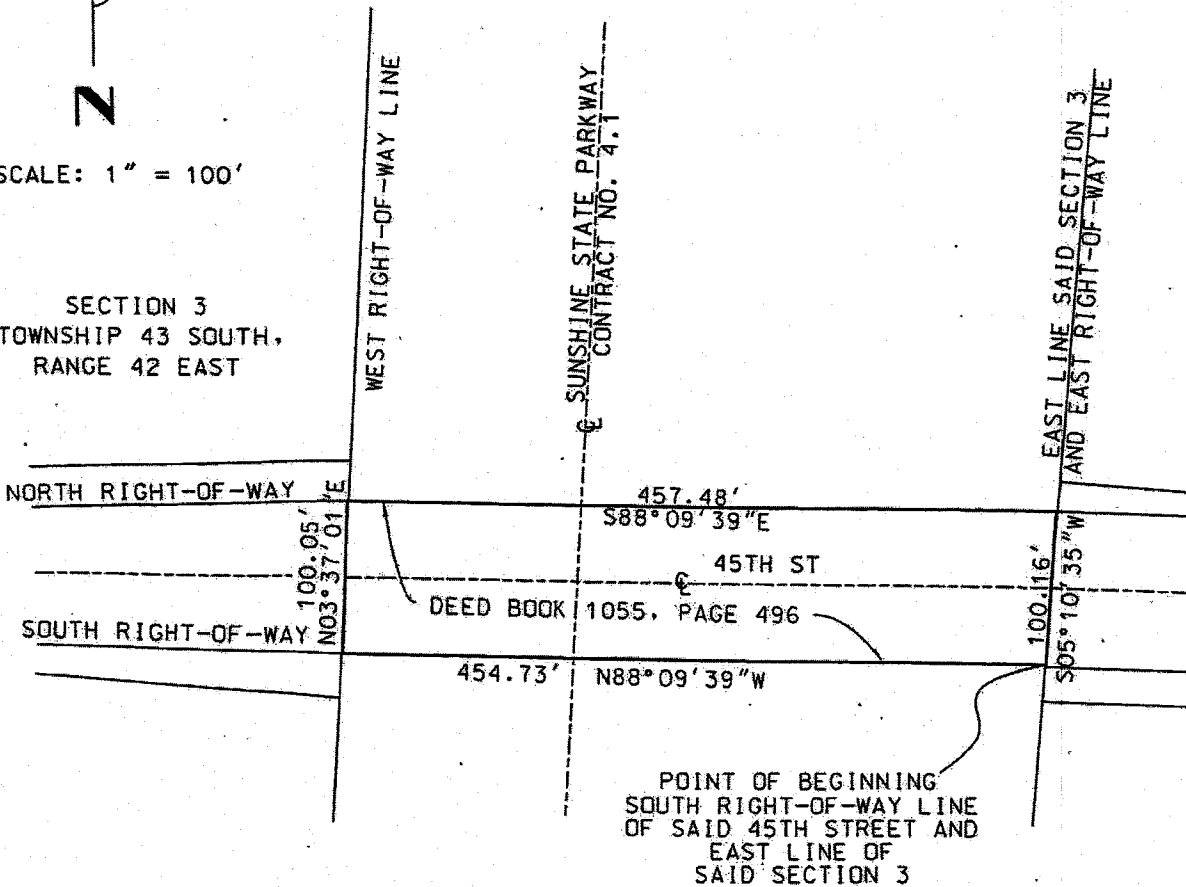
PROJECT NO. 2003512	SHEET 1 OF 2	PROJECT:	45TH STREET, JOG ROAD - HAVERHILL RD	SCALE: 1" = 100' APPROXIMATE DRAWN: CD CHECKED: W.C.E. DATE: 11/01/05	NO.	REVISION	BY	DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ENGINEERING SERVICES  160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406
		DESIGN FILE NAME	2003512.DGN		DRAWING NO.	S-1-05-2414	FIELD BOOK NO.		





SCALE: 1" = 100'

SECTION 3  
TOWNSHIP 43 SOUTH,  
RANGE 42 EAST



LEGEND

MCC - MINUTES OF THE CIRCUIT COURT

THIS IS NOT A SURVEY

PARCEL 110

OBJECT NO. 2003512	DRAWING NO. S-1-05-2414	PROJECT 45TH STREET, JOG ROAD - HAVERHILL ROAD	SHEET 2 OF 2
--------------------	-------------------------	--	--------------

**EXHIBIT "B"**

(Legal descriptions for areas being conveyed by DEPARTMENT to COUNTY.)



Prepared under the supervision of:  
 Jack R. Leonard  
 Florida Department of Transportation  
 Florida's Turnpike Enterprise  
 Turnpike Mile Post 263, Building 5315  
 Ocoee, Florida 34761

RETURN TO: C. WASSERDIEF  
 P.B. COUNTY  
 R/W Acy. SECTION  
 P.O. Box 21229  
 W.P.B. FL 33416  
 Acct: No. 1010 W/C Box 1066

CFN 20060286155  
 OR BK 20335 PG 1886  
 RECORDED 05/12/2006 16:07:13  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1886 - 1891; (6pgs)

COUNTY: Palm Beach County  
 S.R. NO. 91

This deed constitutes a conveyance from an executive agency of the State of Florida to an agency or instrumentality of the State of Florida and is not subject to documentary stamp tax.  
 Department of Revenue Rule 12B-4.014 (10), F.A.C.

ACCEPTED BY: *N/M*  
**BOARD OF COUNTY COMMISSIONERS** QUIT CLAIM DEED  
 DATE *5/2/06*

THIS QUIT CLAIM DEED, made this 10<sup>th</sup> day of January 2006, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, Florida's Turnpike Enterprise, with principal place of business located at Turnpike Headquarters, Mile Post 263, Building 5315, Post Office Box 613069, Ocoee, Florida, 34761, as Grantor, and PALM BEACH COUNTY, with principal place of business located at 301 North Olive Avenue, West Palm Beach, Florida 33401, a political subdivision of the State of Florida, as Grantee. (Wherever used herein the terms Grantor and Grantee shall include the successors and assigns of Grantor and Grantee.)

WITNESSETH: That the Grantor for and in consideration of the premises and the sum of One Dollar, and other good and valuable consideration, receipt and sufficiency being hereby acknowledged, does remise, release and quit claim all right, title and interest, of the State of Florida, Department of Transportation unto the Grantee to the property described in Exhibit "A" attached hereto and made a part hereof, subject to the following terms, conditions and reservations:

1. No commercial transmission or receiving devices which carry signals that could cause interference with the operations of the Grantor may be placed or constructed on the property: this restriction shall run with the land in perpetuity and be binding on all successors in title.
2. The Grantee accepts all responsibility for operation and maintenance of the roadway, including all curbs, culverts, and drainage structures within the right-of-way at the time of transfer.
3. All obligations of the Grantor under any maintenance or utility agreements or other such agreements existing at the time of this conveyance shall become the responsibility of the Grantee.
4. Pursuant to Section 337.25(4) (h), Florida Statutes, the property described in Exhibit "A" will be used by the Grantee for a public purpose.

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title and interest of the said Grantor, either in law or equity, to the said Grantee forever.

IN WITNESS WHEREOF, the State of Florida Department of Transportation caused these presents to be signed in the name of the State of Florida, Department of Transportation, Florida's Turnpike Enterprise, by its Executive Director and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

Signed, sealed and delivered in our presence:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,  
Florida's Turnpike Enterprise

Wanda Thomas  
Signature of first witness

By:

James L. Ely, D.P.A.  
Executive Director and Chief Executive Officer

WANDA THOMAS  
Name of witness printed or typed

Attest:

Elizabeth M. Decker  
Executive Secretary

Sandra Wilde  
Signature of second witness

Sandra Wilde  
Name of witness printed or typed

Legal Approval

By: Jack R. Leonard  
Jack R. Leonard

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me this 10th day of January, 2006, by James L. Ely, DPA, Executive Director and Chief Executive Officer of Florida's Turnpike Enterprise, a division of the State of Florida Department of Transportation, who is personally known to me.

Elizabeth M. Decker  
Signature of Notary Public

Name of Notary printed or typed

My commission expires:

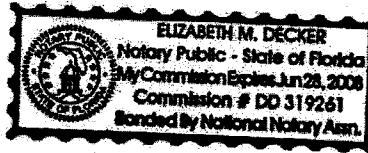


EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF 45TH STREET AS RECORDED IN THE MINUTES OF THE CIRCUIT COURT (MCC) BOOK 68, PAGE 204, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 2 AND 3, TOWNSHIP 43 SOUTH, RANGE 42 EAST, MORE PARTICULARITY DESCRIBED AS FOLLOWS:

PARCEL 111 - BEGINNING AT THE SOUTH RIGHT-OF-WAY LINE OF 45TH STREET AS RECORDED IN DEED BOOK 1055, PAGE 496, PUBLIC RECORDS PALM BEACH COUNTY AND THE WEST LINE OF SAID SECTION 2; THENCE SOUTH 05°10'35" WEST ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 19.97 FEET; THENCE NORTH 89°00'36" EAST ALONG THE SOUTH LINE OF ORDER OF TAKING RECORDED IN SAID MCC BOOK 68, PAGE 205, A DISTANCE OF 399.71 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF 45TH STREET; THENCE NORTH 88°07'49" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 45TH STREET, A DISTANCE OF 398.06 FEET TO THE POINT OF BEGINNING PARCEL 111.

PARCEL CONTAINS 3.969 SQUARE FEET MORE OR LESS.

TOGETHER WITH

PARCEL 112 - BEGINNING AT THE NORTH RIGHT-OF-WAY OF 45TH STREET AS RECORDED IN DEED BOOK 1055, PAGE 496, SAID PUBLIC RECORDS AND THE WEST LINE OF SAID SECTION 2; THENCE NORTH 05°10'35" EAST, ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 19.59 FEET; THENCE SOUTH 85°16'04" EAST ALONG THE NORTH LINE OF ORDER OF TAKING RECORDED IN SAID MCC BOOK 68, PAGE 205, A DISTANCE OF 391.62 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE NORTH 88°07'49" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 45TH STREET, A DISTANCE OF 392.27 FEET TO THE POINT OF BEGINNING PARCEL 112.

PARCEL CONTAINS 3.836 SQUARE FEET MORE OR LESS.

TOGETHER WITH

PARCEL 113 - COMMENCING AT THE SOUTH RIGHT-OF-WAY LINE OF 45TH STREET AS RECORDED IN DEED BOOK 1055, PAGE 496, SAID PUBLIC RECORDS AND THE EAST LINE OF SAID SECTION 3; THENCE NORTH 68°09'39" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 45TH STREET, A DISTANCE OF 454.73 FEET; THENCE NORTH 03°37'01" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, CONTRACT NO. 4.1, A DISTANCE OF 100.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID 45TH STREET AND THE POINT OF BEGINNING PARCEL 113; THENCE NORTH 88°09'39" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 45TH STREET, A DISTANCE OF 550.28 FEET; THENCE NORTH 88°58'36" EAST ALONG THE NORTH LINE OF ORDER OF TAKING RECORDED IN SAID MINUTES OF THE CIRCUIT COURT (MCC) BOOK 68, PAGE 205, A DISTANCE OF 300.37 FEET; THENCE SOUTH 88°09'39" EAST CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 250.76 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SUNSHINE STATE PARKWAY; THENCE SOUTH 03°37'01" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 15.01 FEET TO POINT OF BEGINNING PARCEL 113.

PARCEL CONTAINS 6.008 SQUARE FEET.

PARCELS 111-114


PROJECT 2003512	SHEET 4	PROJECT <b>45TH STREET, JOG ROAD HAVERHILL ROAD</b>	SHEET 1	REVISION CHANGE EXHIBIT LETTER	DATE 12/20/05	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS  ENGINEERING SERVICES  140 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33411
	DESIGN FILE NAME 2003512.DGN	DRAWING NO. S-1-05-2415	FIELD BOOK NO. 1-1001 1-1002 1-1003 1-1004 1-1005	CHECKED BY J. C. E. 08/11/07/05	DATE 12/20/05	

EXHIBIT "A"

TOGETHER WITH

PARCEL 114 - COMMENCING AT THE SOUTH RIGHT-OF-WAY LINE OF 45TH STREET AS RECORDED IN DEED BOOK 1055, PAGE 496, SAID PUBLIC RECORDS AND THE EAST LINE OF SAID SECTION 3; THENCE NORTH 88°09'39" WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 45TH STREET, A DISTANCE OF 454.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID SUNSHINE STATE PARKWAY AND THE POINT OF BEGINNING PARCEL 114; THENCE CONTINUE NORTH 88°09'39" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 547.17 FEET; THENCE SOUTH 85°17'54" EAST ALONG THE SOUTH LINE OF SAID ORDER OF TAKING RECORDED IN THE MINUTES OF THE CIRCUIT COURT BOOK 68, PAGE 205, A DISTANCE OF 300.37 FEET; THENCE SOUTH 88°09'39" EAST CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 246.71 FEET TO THE WEST RIGHT-OF-WAY SAID SUNSHINE STATE PARKWAY; THENCE NORTH 03°37'01" EAST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING PARCEL 114.

PARCEL CONTAINS 5,954 SQUARE FEET.

BEARINGS SHOWN HEREON ARE ASSUMED WITH THE EAST LINE OF SAID SECTION 3 BEARING NORTH 05°10'35" EAST

NO SEARCH PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, SUITE 405, WEST PALM BEACH, FLORIDA, 33406.


I HEREBY CERTIFY THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

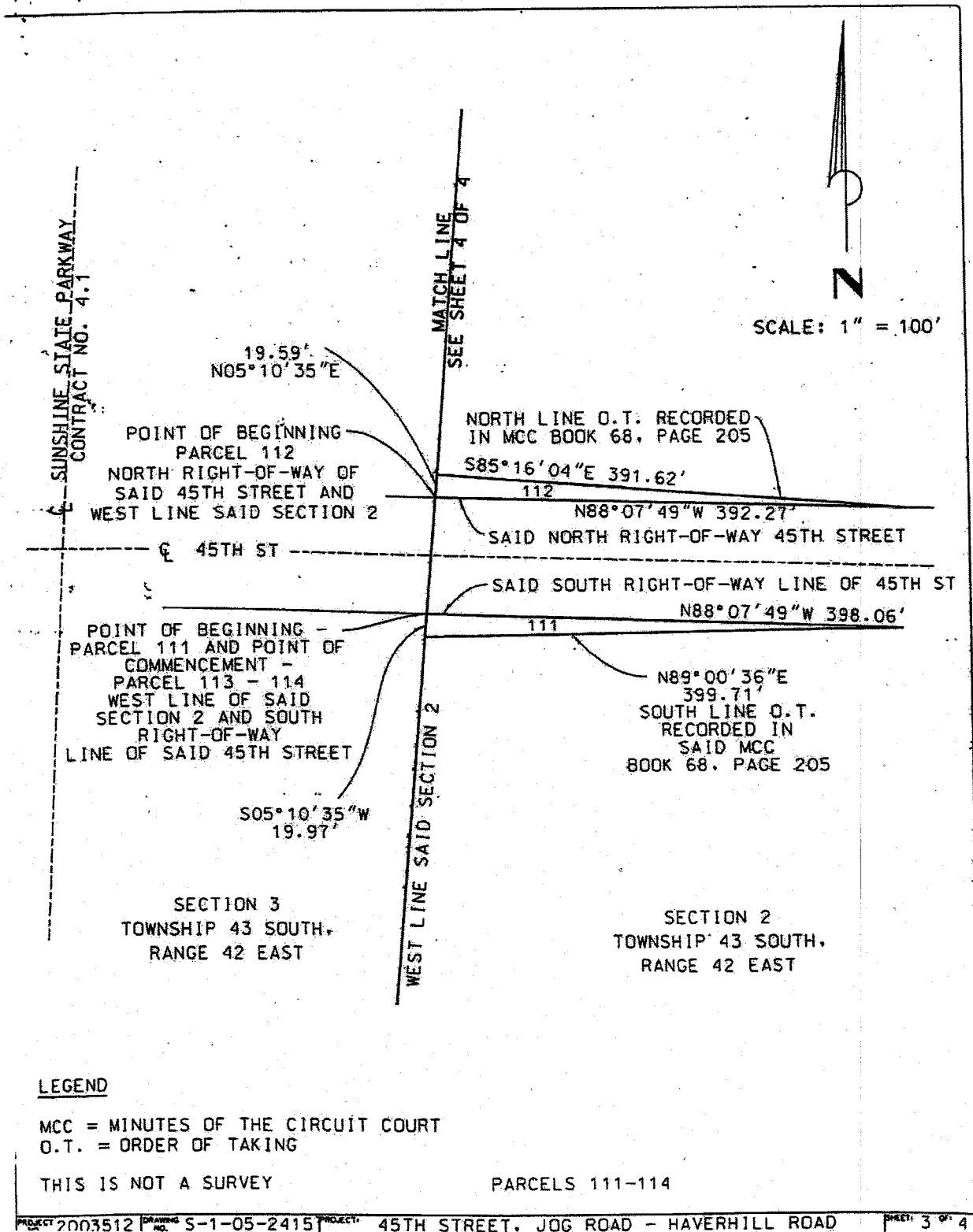
*N. Howard*  
 NORMAN J. HOWARD, P.S.M.  
 FLORIDA CERTIFICATE NO. 5776

12-20-05  
 DATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PARCELS 111-114

PROJECT NO. 4 SHEET 2 PROJECT 2003512	PROJECT:	45TH STREET, JOG ROAD HAVERHILL ROAD	SCALE: 1" = 100' APPROVED BY: N.J.H. DRAWN BY: CD CHECKED BY: W.C.E. DATE: 11/01/05 FIELD BOOK NO.	REVISED	BY	DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406
	DESIGN FILE NAME	DRAWING NO.		CHANGE EXHIBIT LETTER	N	12/20/05	
	2003512.DGN	S-1-05-2415					





SCALE: 1" = 100'

N88°58'36"E 300.37'  
NORTH LINE O.T.  
SAID MCC  
BOOK 68, PAGE 205

S03°37'01"W 15.01'

S88°09'39"E 250.76'

NORTH RIGHT-OF-WAY LINE  
SAID 45TH STREET

N88°09'39"W 550.28'

POINT OF BEGINNING - PARCEL 113

45TH ST

SOUTH RIGHT-OF-WAY  
LINE OF SAID 45TH STREET

POINT OF BEGINNING - PARCEL 114

N88°09'39"W 547.17'

S85°17'54"E 300.37'

S88°09'39"E 246.71'

N03°37'01"E  
15.01'

N88°09'39"W  
454.73'

SECTION 3  
TOWNSHIP 43 SOUTH,  
RANGE 42 EAST

POINT OF COMMENCEMENT -  
PARCELS 113-114  
SOUTH RIGHT-OF-WAY LINE  
OF 45TH ST AS RECORDED IN  
DEED BOOK 1055,  
PAGE 496, AND  
THE EAST LINE OF SAID  
SECTION 3

LEGEND

MCC = MINUTES OF THE CIRCUIT COURT  
O.T. = ORDER OF TAKING

THIS IS NOT A SURVEY

PARCELS 111-114

SUNSHINE STATE PARKWAY  
CONTRACT NO. 4.1

MATCH LINE  
SEE SHEET 3 OF 4

EAST LINE SAID SECTION 3



**RESOLUTION NO. R-2007-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; APPROVING A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION AND INSPECTION OF THE 45<sup>TH</sup> STREET BRIDGE REPLACEMENT OVER THE FLORIDA TURNPIKE, IN PALM BEACH COUNTY, FLORIDA.**

**WHEREAS**, the Florida Department of Transportation (FDOT) and Palm Beach County (COUNTY) propose to enter into a Joint Participation Agreement (JPA) concerning the design, construction and inspection of the 45<sup>th</sup> Street Bridge replacement over the Florida Turnpike, and

**WHEREAS**, it is the intent of the parties to cooperate and coordinate their efforts and resources to minimize the costs, disruption to the public and other matters for future widening of the Florida Turnpike, and

**WHEREAS**, the project has been determined by the parties to serve a public purpose, and benefit the public health, safety and welfare.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of Palm Beach County, Florida that the following be established:

1. The recitations set forth herein above are true, accurate and correct, and are incorporated herein.
2. The Board of County Commissioners approves the JPA with FDOT and authorizes the Chairman to sign on behalf of the Board.

(Intentionally Left Blank)

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote was as follows:

Addie L. Greene, Chairperson

John F. Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

The Chairman thereupon declared the Resolution duly passed and adopted this

\_\_\_\_\_ day of \_\_\_\_\_ 2007.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk