



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-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>-0-</b>	<b>-0-</b>	<b>-0-</b>

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

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Acct No.: Fund 3503 Dept. 361 Unit 0639 Object 6551  
 Program

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

Road Impact Fee Fund - Zone 3  
 Persimmon Blvd-S Ext/110<sup>th</sup> Ave to Okeechobee Blvd

This item has no additional fiscal impact. The Board has previously approved (February 1, 2005-\$451,000 and May 2, 2006-increased by \$969,540) a payment of not to exceed \$1,420,540 for relocation of these transmission lines and this amount has been funded.

C. Departmental Fiscal Review: R.D. Ward 7/20/06

**III. REVIEW COMMENTS**

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

Jean Dink 7-27-06 OFMB  
John H. Webster 7/27/06 Contract Dev. and Control  
*atn 7-27-06*  
*JD 7-27-06*

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

Paul F. J. 8/2/06  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

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



**FACILITIES RELOCATION AGREEMENT  
(Government Entity)**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2006 by and between  
THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
hereinafter called the Applicant, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation with its principal place of business in Dade and Palm Beach Counties, Florida, hereinafter called FPL.

**WITNESSETH:**

WHEREAS the Applicant intends to construct Persimmon Blvd South Extension/110<sup>th</sup> Ave to Okechobee Blvd under the County's Project #98500 in Palm Beach County, Florida  
and will require the relocation of certain incompatible and conflicting portions of FPL's Facilities and equipment, and  
WHEREAS FPL will incur costs in the Relocation of FPL's existing and proposed Facilities which costs would not have occurred but for the Applicant's construction,

NOW THEREFORE, in consideration of the mutual promises of the Applicant and FPL and other good and valuable consideration, the Parties agree that FPL shall Rearrange the FPL Facilities and the Applicant shall reimburse FPL for the actual cost of such Relocation as follows:

**ARTICLE I - DEFINITIONS**

For the purposes of this Agreement the following terms, whether used in the singular or plural, shall have the meanings set forth below when used with initial capitalization:

- 1.1 Betterment is any increase in service capacity of the Replacement FPL Facilities, not attributable to Contractor's construction, over the service capacity of the FPL Facilities prior to Relocation and any upgrading of a Replacement FPL Facility above FPL's current minimum standard practices, as specified in Article III of this Agreement, that normally would be used on projects financed solely by FPL. Betterment does not include: (a) any increase in service capacity required by federal, state or local law which applies to FPL Facilities as of the date of construction of the Replacement FPL Facilities; (b) any increase in service capacity resulting solely from the replacement of devices or materials which at the time of construction of the Replacement FPL Facility are no longer manufactured, processed, or installed and used by FPL in projects financed entirely by FPL, (c) any upgrading of a Replacement FPL Facility requested by the Applicant, (d) any upgrading of a Replacement FPL Facility required by any agency responsible for regulation of FPL Facilities, (e) any upgrading of the Replacement FPL Facility which is necessitated by the Applicant's construction, if the replacement is the same as that used by FPL on FPL's own projects, or (f) any upgrading that will result in a reduction in the overall project cost.
- 1.2 Conversion is the replacement of existing overhead facilities with underground facilities.
- 1.3 Credit Ratio is the credit given to the Applicant in the form of a percentage derived by dividing the sum of the Betterment and the Non-Reimbursable Work Credit by the Total cost of the Relocation:  
$$\text{Credit Ratio} = \frac{\text{Dollar Amount of Betterment} + \text{Non-Reimbursable Work Credit}}{\text{Total Cost of Relocation} - \text{The Land and Land Right Cost}}$$
- 1.4 Date Cost Estimate Received, for purposes of this Agreement, shall be deemed to be the day that the cost estimate was hand-delivered or transmitted by facsimile, or if mailed, five days from the date of postmark.
- 1.5 FPL's Facility or Facilities shall be, but shall not be limited to, any structure consisting of manholes, conduits, poles, wires, cables, substations, system protection equipment or other appurtenances, and associated equipment, and used by FPL in connection with the transmission and/or distribution of electric power.
- 1.6 Relocation and/or Relocate includes the terms "rearrange or rearrangement" and is the work performed by FPL under this Agreement and any activity made necessary by Applicant's construction which conflicts with or affects FPL, its Facilities, or service. Relocations shall include conversion of transmission facilities and shall include, but shall not be limited to, permanent or temporary support, protection, relocation, rearrangement, design, redesign, abandonment or reconstruction of the FPL Facilities and all other work required to provide continuity of service to FPL's customers which is a result of a conflict.
- 1.7 Replacement FPL Facility is any facility which will be constructed under the terms of this Agreement as a consequence of Relocation of an FPL Facility or portion thereof.
- 1.8 Salvage is the credit to the Applicant for the reusable materials recovered or removed by FPL less the Salvage Adjustment Credit.

## **ARTICLE II - IDENTIFICATION OF CONFLICTS, CONVERSIONS**

- 2.1 **Known Conflicts.** The Applicant shall reimburse FPL for costs associated with the Relocation of the FPL Facilities more particularly described in Exhibit B attached hereto and incorporated herein.
- 2.2 **Other Conflicts.** The identification of any other conflicting facilities of FPL requiring Relocation shall be undertaken by FPL pursuant to a subsequent written agreement between FPL and the Applicant.
- 2.3 **Distribution Conversion.** If an Applicant has requested a conversion of distribution facilities as part of a Relocation of Facilities, the FPL Distribution Facilities Conversion Agreement which is approved by the Florida Public Service Commission shall be attached hereto and incorporated herein. The Indemnity and Insurance provisions of this Agreement shall apply to all Distribution Conversions which are part of a Relocation. In addition, all other terms and conditions of this Agreement which are not expressly modified by the Addendum attached hereto shall remain in full force and effect. If there is a direct conflict between this Agreement and the attached Addendum, then the Underground Distribution Conversion Tariff and the Underground Distribution Conversion Agreement shall prevail as to that specific term or condition.

N/A Underground Distribution Facilities Conversion Agreement is attached hereto and incorporated herein.

N/A This Project does not involve a conversion of electric distribution facilities.

## **ARTICLE III - DESIGN AND CONSTRUCTION OF REPLACEMENT FACILITIES**

- 3.1 **Design Standards.** Engineering design standards and material specified shall meet FPL's Current Design Standards. In addition, the design of Relocations will be in conformity with all laws and regulations.
- 3.2 **Construction Standards.** Materials and construction procedures shall meet FPL's Current Construction Standards. In addition, Relocations or Replacement Facilities will be accomplished in conformance with all laws, codes and regulations.

## **ARTICLE IV - REPLACEMENT RIGHT-OF-WAY**

- 4.0 **Replacement Right-of-Way.** The Applicant shall provide FPL with replacement rights-of-way in one of the following manners:
- N/A (a) The Applicant shall reimburse FPL for costs associated with the identification and acquisition of replacement rights-of-way, including, but not limited to, FPL's attorney fees for costs in prosecuting or in connection with any condemnation actions for the acquisition of necessary rights-of-way.
- N/A (b) The Applicant shall convey or grant to FPL replacement rights-of-way sufficient to permit FPL to accomplish Relocations of the FPL Facilities and to operate and maintain the Replacement Facilities in accordance with FPL's customary practices. Such conveyances or grants of replacement rights-of-way shall be accomplished at no cost to FPL and in a form and substance satisfactory to FPL.
- 4.1 **Location of Replacement Right-of-Way.** The Location of the aforesaid replacement rights-of-way are generally set forth in Exhibit B attached hereto.

## **ARTICLE V - COST ESTIMATES, CREDITS AND BILLING**

- 5.1 **Full Cost.** The Applicant shall pay FPL for the full cost of Relocation of the FPL Facilities. The work to be performed by FPL will be in accordance with the construction drawings attached hereto as Exhibit B.
- 5.2 **Cost Estimate.** The Applicant shall be responsible for the total cost of the project. The estimated cost to Relocate the FPL Facilities is (a) or (b) below:
- a. Relocation: \$1,332,400.00. This cost estimate is set out in detail in Exhibit C attached hereto; or
- b. Relocation Conversion: N/A

The Applicant understands and agrees that the amount set forth in Exhibit C is an estimate only. The Applicant shall be responsible for the total cost of the project. The cost for the Relocation portion shall not exceed 110% of a valid Relocation cost estimate, except as provided herein.

5.3 Duration of Cost Estimate.

**A cost estimate is valid only:**

- a. **Prior to construction, for 90 days from the date of the estimate is received by Applicant (this includes the estimate attached as Exhibit C and any subsequent estimate) or**
- b. **As long as the scope of work (Relocation) upon which the estimate is based has not been changed; whichever first occurs.**

5.4 Re-estimates, Scope of Work Changes.

- 5.4.1 Pre-construction. If the construction of the Relocation of the FPL Facilities has not commenced within 180 days of the date that the latest cost estimate is received by Applicant or if the scope of work ("Relocation") has been changed on any individual work order, prior to any construction, the estimate is invalid. A new estimate is required. FPL shall provide a re-estimate of the work prior to commencement of the Relocation by FPL. The Applicant shall agree in writing to pay the re-estimated cost and shall be responsible for the full cost of Relocation, not to exceed 110% of the re-estimate.
- 5.4.2 After Start of Construction. If after the start of construction, the Applicant requests a change in the scope of work (Relocation) of FPL Facilities or if FPL determines that there is a need for a change in the scope of work (Relocation) and such change causes either the credit ratio to change or the reimbursable cost of the project to change by 10% or more, FPL shall provide the Applicant with a new estimate as soon as practicable. The Applicant shall provide FPL with written approval of the re-estimate. The Applicant shall be responsible for any increased cost due to unknown or unforeseen physical conditions at the site which differ materially from those originally encountered. Increased costs due to differing site conditions are in addition to the estimated amount and are not subject to the 110% cap on estimated costs.

5.5 Credits.

- 5.5.1 The Applicant shall receive a credit for Betterment and Salvage.
- 5.5.2 The Applicant shall receive a credit for the payment of any non-refundable deposit required for estimates for underground installation included within a Relocation according to the terms of the FPL Distribution Conversion Tariff and FPL's Underground Distribution Conversion Agreement.
- 5.5.3 The Applicant shall receive a credit for payment made to FPL for a detailed cost estimate, if payment is required by FPL prior to issuing such estimate and if the Facilities Relocation Agreement has been entered into within 180 days of the date that estimate was received by the Applicant and the Relocation performed.
- 5.5.4 The Applicant shall receive no credit for payment for an estimate, and such payment shall not be refunded: (a) if the Applicant has not executed a Facilities Relocation Agreement within 180 days of the date that estimate was received by the Applicant, (b) if a subsequent estimate is required or (c) if the Applicant terminates the Agreement.
- 5.5.5 Any estimate provided to the Applicant after the initial, detailed estimate shall be done at additional cost and expense to Applicant. Applicant's payment for estimates shall be credited or retained by FPL as provided above.

5.6 Billing and Payment. FPL shall bill the Applicant for cost incurred not more frequently than once monthly. The Applicant shall have twenty (20) days from the date of an invoice to approve the invoice and any accompanying information supplied by FPL. Failure to provide FPL with written notice to the contrary within the twenty (20) day period shall constitute approval by the Applicant of the invoice against which payment must be remitted in full to FPL within forty-five (45) days of the date of the invoice. If payment by the Applicant is not postmarked within forty-five (45) days of the date of the invoice, then a late payment charge shall be assessed in the amount of one percent (1%) of the amount of the billing per month, or the highest amount then permitted by law.

5.7 Final Bill. Upon completion of the work, FPL shall at the earliest date practicable furnish to the Applicant a final and complete billing of all costs incurred in connection with performance of Relocation of the FPL Facilities less any prepaid credits for additional cost estimates.

5.8 Refund and Effect of Termination.

- 5.8.1 Consistent with the terms of this Agreement, FPL shall refund to the Applicant any amounts which the Applicant has paid to FPL beyond the full cost of Relocation.

- 5.8.2 In the event that this Agreement is terminated due to the cancellation or indefinite suspension of work in furtherance of the Applicant's construction, the Applicant shall be responsible for the costs of Relocation already incurred, including but not limited to all engineering, design, equipment, and materials cost, labor costs, and if any, the costs of replacement facilities already installed, necessary to place FPL's Facilities into a permanent condition suitable to provide continuous, reliable electric service to the public in accordance with all applicable laws, regulations and FPL's usual practices as set forth in Article III herein. Nothing in this section shall be construed to modify or abrogate FPL's legal duty to mitigate damages.

#### **ARTICLE VI - AUDITS**

- 6.1 Audits. All cost records and accounts of FPL directly related to the work performed under this Agreement shall be subject to audit by the Applicant for a period of one year from the completion date of all work performed under this Agreement. Such audits shall be performed by the Applicant and in accordance with the following considerations:
- (a) the Applicant shall provide FPL with thirty (30) days written notice requesting an audit,
  - (b) the specific time of audit must be mutually agreed to,
  - (c) information required for audit purposes shall be accounts and records kept by FPL directly related to Relocation and reimbursable costs,
  - (d) the Applicant may request only information reasonably required by it concerning Relocation and such request for information shall be in writing and shall include the purpose of the audits,
  - (e) FPL shall make available the requested information at its offices during normal business hours, Monday through Friday,
  - (f) the Applicant shall bear any costs associated with any audits, including FPL costs, if any, and (g) information available under this Agreement shall not be used in violation of any law or regulation.

#### **ARTICLE VII - GENERAL CONDITIONS**

- 7.1 Benefit of Agreement; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the Parties to this Agreement but shall not inure to the benefit of any third party or other person. This Agreement shall not be assigned by either Party except upon receipt of the prior written permission of the other Party. Such permission shall not be unreasonably withheld.
- 7.2 Nonwaiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter. Waiver by either Party of a breach of the same provision or any other provision shall not constitute a waiver of the provision itself.
- 7.3 Limitations of Liability. Neither Party shall be liable in contract, in tort (including negligence), or otherwise to the other Party for any incidental or consequential loss or damage whatsoever including but not limited to loss of profits or revenue on work not performed, for loss of use or underutilization of the Party's facilities, or loss of use of revenues or loss of anticipated profits resulting from either Party's performance, nonperformance, or delay in performance of its obligations under this Agreement.
- 7.4 Applicant's Responsibility: The Applicant shall be responsible for its own negligence subject to the limitation set forth in Section 768.28 (5), Florida Statutes.
- 7.5 Contractor Indemnification. The Applicant further agrees to include the following indemnification in all contracts between the Applicant and its general contractors who perform or are responsible for construction or maintenance work on or around the subject FPL Facilities:
- "The Contractor hereby agrees to release, indemnify, defend, save and hold harmless the Applicant and FPL, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, from all claims, demands, liabilities and suits whether or not due to or caused by negligence of the Applicant or FPL for bodily injuries or death to person(s) or damage to property resulting in connection with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnification shall extend up to but shall not exceed the sum of \$1,000,000.00 for bodily injury or death of person(s) or property damage combined single limit and \$3,000,000 occurrence aggregate. In the event the Contractor is insured for liability with limits in excess of these amounts, Contractor's said obligation shall extend up to but shall not exceed the limits of that insurance. Contractor's costs of defending Applicant and FPL, including attorneys' fees are excluded from and are in addition to the aforesaid limitation of liability for injury, death and property damage."
- 7.6 Contractor Insurance and Notice. The Applicant agrees to require its contractors to obtain insurance to cover the above indemnity and further agrees to verify with its contractors that such insurance is in full force and effect. The Applicant shall provide FPL Group Inc.'s Risk Management Department with notice of the name and address of Applicant's contractors as specified in section 7.6 above, prior to the commencement of the Relocation of FPL Facilities by FPL.

- 7.7 Modification or Termination of Agreement. This Agreement may be modified, amended, or terminated at any time by written agreement of the Parties authorized and executed with the same formality as this Agreement. FPL's Underground Facilities Distribution Conversion Agreement, if attached hereto, is approved by the Florida Public Service Commission and may not be modified or amended by the Parties.
- 7.8 Effect of Headings. The headings set forth herein are for convenience only and shall not be deemed to modify or affect the rights and obligations of the Parties to this Agreement.
- 7.9 FPL Consent to Relocations. FPL agrees to the Relocation of the FPL Facilities to the extent necessary to eliminate Conflicts with the Applicant's construction in accordance with the terms and conditions of this Agreement. The Applicant shall make all necessary arrangements and agreements with any person or entity which has facilities attached to the FPL poles for the Relocation of those facilities at no expense to FPL.
- 7.10 Delegation of Power and Duties and Notice. The following persons are designated as the authorized representatives of the Parties for the purposes of this Agreement and all notices or other communications to either Party by the other shall be made in writing and addressed as follows:

To the Applicant: Mr. Carl Hussey  
Utility Coordinator  
Palm Beach County Roadway Production Division,  
P.O. Box 21229  
West Palm Beach, Florida 33416-1229

With Copies to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

For FPL: Neelesh P. Shah  
FLORIDA POWER & LIGHT COMPANY  
700 Universe Blvd., TLE-JB  
Juno Beach, Florida 33408

- 7.11 Force Majeure.
- (a) Neither Party shall be liable or responsible for any delay in the performance of, or the ability to perform, any duty or obligation required by this Agreement in the event of a Force Majeure occurrence. Such occurrence shall include, but shall not be limited to acts of civil or military authority (including courts or administrative agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods or weather, strikes, lockouts or other labor disputes or difficulties. The obligation of either Party to pay money in a timely manner is absolute and shall not be subject to the force majeure provisions. Force majeure as used herein means, without limitation, any cause or event not reasonably within the control of FPL or the Applicant.
  - (b) In the event of any delay resulting from a force majeure circumstance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.
  - (c) In the event of any delay or nonperformance caused by a force majeure circumstance, the Party affected shall promptly notify the other in writing.
- 7.12 Severability. In the event that any of the provisions or portions or applications thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the Applicant and FPL shall negotiate an equitable adjustment in the affected provisions of this Agreement. The validity and enforceability of the remaining independent provisions shall not be affected.
- 7.13 Effective Date. This Agreement shall become effective upon execution by the Parties and shall continue in effect until completion of all Relocation work by FPL unless otherwise provided herein or earlier termination in accordance with this Agreement.
- 7.14 Complete Agreement. This Agreement shall be signed by the authorized representatives of both Parties and constitutes the final written expression of all the terms of the agreement between the Parties and is a complete and exclusive statement of those terms. Any and all prior or contemporaneous course of dealing, representations, promises, warranties or statements by the Parties or their agents, employees, or representatives that differ in any way from the terms of this written Agreement shall be given no force or effect.



IN WITNESS WHEREOF, the Parties have executed this Relocation Agreement, to be effective as of the date first above written.

APPLICANT:

FLORIDA POWER & LIGHT COMPANY:

\_\_\_\_\_

\_\_\_\_\_

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

By: Barbara Jaiidl

Title: \_\_\_\_\_


Title: Director, Transmission Engineering Department

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_ (Seal) Title

By:   
APPROVED AS TO TERMS 4.1.06  
AND CONDITIONS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

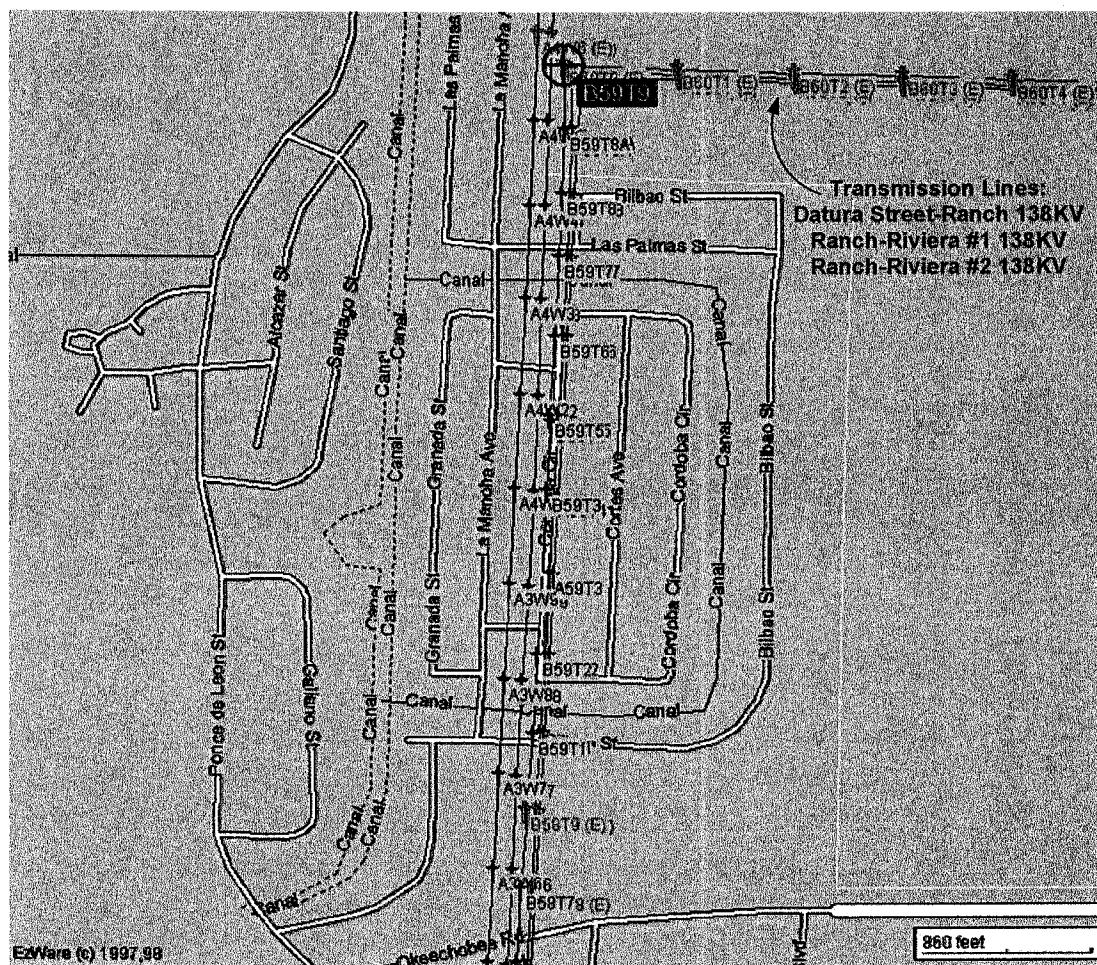
By: \_\_\_\_\_  
Assistant County Attorney

## EXHIBIT B

**REQUESTER: PALM BEACH COUNTY**  
**PROJECT: PERSIMMON BLVD SOUTH EXTENSION/110<sup>TH</sup> AVE TO**  
**OKEECHOBEE BLVD IN PALM BEACH COUNTY, FLORIDA**  
**SCOPE OF WORK UNDER FPL'S WORK ORDER #0888-09-476**

Remove (1) three-pole concrete dead-end structure #B59T95, (2) three-pole tubular steel dead-end structures #59T9 & A59T9, and (3) wood H-frame tangent structures #B60T1, 60T1 & A60T1 along with associated stub-pole, guy wires/anchors, and install new concrete structures at matching locations, in order to clear an above-grade clearance conflict with the proposed road extension project. Transmission lines: Datura Street-Ranch 138KV, Ranch-Riviera #1 138KV & Ranch-Riviera #2 138KV.

Location: FPL's corridor N/O Bilbao Street, E/O La Mancha Avenue, Palm Beach County, Florida. Location sketch is as follows:





INVOICE

P.O. BOX 35000 LOUISVILLE, KY 40232  
1-502-491-3440 FED. ID # 61-1078280

Invoice No: 000419065  
Invoice Date: 07/22/2006  
Terms: NET 30  
Contract No: INDUSTRY

Bill To: 725120  
PALM BEACH COUNTY  
ATTN: DAMIAN-FINANCE  
P O BOX 4036  
WEST PALM BEACH, FL 33401  
US

Order By: 725120  
PALM BEACH COUNTY  
ATTN: DAMIAN -FINANCE  
P O BOX 4036  
WEST PALM BEACH, FL 33401  
US

Employee Name	Rx Number	Ship Date	Billing Code	Job ID:	Description	Amount
KAINEC, MICHAEL	11951	07/21/2006		742629	SINGLE VISION	15.00
DEPT#	TRAFFIC				TR301S	36.00
DO #	36033				CLIP SS	0.00
					Job Total	51.00
Total Job(s) 1					Invoice Total	51.00

JUL 27 PM 1:46

Paul Pucdaot

Judy  
684-4014  
355-2090  
Fax



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$1,420,540	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
Program Income (County)	<\$ 451,000>	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ 969,540</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

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

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Acct No.: Fund 3503 Dept. 361 Unit 0639 Object 6551  
 Program

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

Road Impact Fee Fund - Zone 3  
 Persimmon Blvd-S Ext/110<sup>th</sup> Ave to Okeechobee Blvd

Relocation Agreement	\$1,332,400.00
Contingency	\$ 88,140.00
Not to Exceed Amount (5/2/06)	\$1,420,540.00
BCC Previously Approved (2/1/05)	<\$ 451,000.00>
Fiscal Impact	\$ 969,540.00

C. Departmental Fiscal Review: R. D. Wanel 3/29/06

**III. REVIEW COMMENTS**

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

Jan Dunt 4-5-06 OFMB  
John J. Facchini 4/5/06 Contract Dev. and Control  
 (Handwritten notes: AM 4-4-06, 4/5/06, 4/5/06)

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

Marlene R. Utts 4/05/06  
 Assistant County Attorney

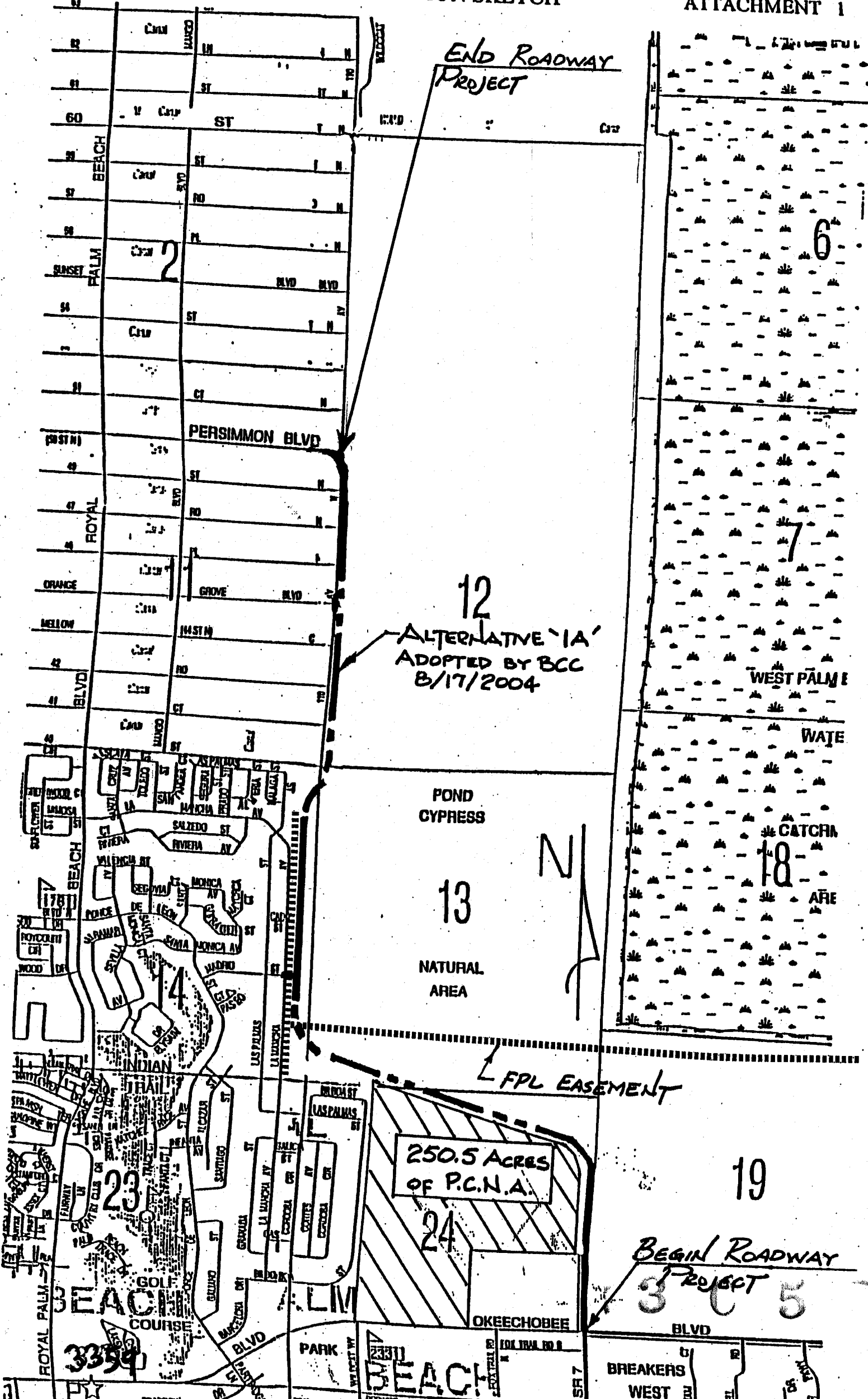
**C. Other Department Review:**

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

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

LOCATION SKETCH

ATTACHMENT 1



END ROADWAY PROJECT

12  
ALTERNATIVE 'IA'  
ADOPTED BY BCC  
8/17/2004

POND  
CYPRESS

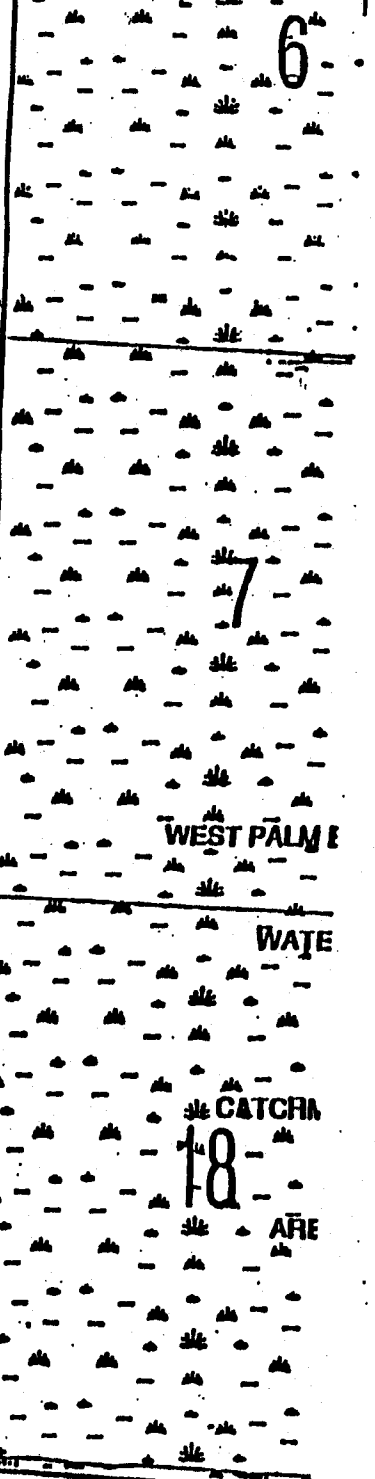
13

NATURAL  
AREA

250.5 ACRES  
OF P.C.N.A.

24

BEGIN ROADWAY PROJECT



6

7

WEST PALM BEACH

WATER

CATCHMENT

18

AREA

19

OKEECHOBEE BLVD

BREAKERS WEST

ROYAL PALM BEACH

GOLF COURSE

PARK

WEST PALM BEACH

SR 7

SR 7

SR 7

SR 7

Carl Hussey - Re: Project #98500-Persimmon Blvd.-So. Extension/110th Ave. to Okeechobee Blvd - FPL-TLE Relocn. Revised Est.

**From:** <Neelesh\_Shah@fpl.com>  
**To:** "Carl Hussey" <chussey@co.palm-beach.fl.us>  
**Date:** 2/22/2006 10:11:35 PM  
**Subject:** Re: Project #98500-Persimmon Blvd.-So. Extension/110th Ave. to Okeechobee Blvd - FPL-TLE Relocn. Revised Est.

Carl, since the inception of this project, the material & labor costs have gone up considerably, plus the scarcity of labor resources has increased. When we recently sent this job out for bids, only one contractor bid on this job for construction. This bid is far greater than the costs we had quoted to you in past. The overall revised estimate at this stage comes out to be \$1,332,400. Please issue an authorization for a bill-at-actuals arrangement up to this amount. We will be able to bring the contractor on board, and schedule the job for construction, only after your authorization for the above amount. I will send out a relocation agreement including this amount after hearing from you.

Thanks,  
Neelesh P. Shah  
Transmission Projects  
Tel #(561) 694-3507





**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2005	2006	2007	2008	2009
Capital Expenditures	\$451,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
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In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$451,000</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

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

Is Item Included in Current Budget? Yes   X   No       
Budget Acct No.: Fund 3503 Dept. 361 Unit 0639 Object 6551  
Program

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

Road Impact Fee Fund - Zone 3  
Persimmon Blvd-S Ext/110<sup>th</sup> Ave to Okeechobee Blvd

FPL Relocation	\$410,000.00
Contingency	\$ 41,000.00
Fiscal Impact	\$451,000.00

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 1-6-05  
OFMB

*[Signature]* 11/7/05  
Contract Dev. and Control

**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.





Florida Power & Light Company, P.O. Box 14000, Juno Beach, FL 33408  
Phone: (561) 694-3507, Fax: (561) 694-4282

December 17, 2004

To:  
Mr. Carl Hussey, P.E.  
Utility Coordinator  
Roadway Production Division  
Palm Beach County  
P.O. Box 21229  
West Palm Beach  
Florida 33416-1229

RE: **Adjustment of Utilities**  
**Palm Beach County Project ID: #98500**  
**Description: Persimmon Blvd. South Extension/110<sup>th</sup> Avenue to Okeechobee Blvd.**

**Transmission Lines & Facilities Involved:**

- i) **Datura Street-Ranch 138KV, Structures #B59T9-B60T1**
- ii) **Ranch-Riviera #1 138KV, Structures #59T9-60T1 &**
- iii) **Ranch-Riviera #2 138KV, Structures #A59T9-A60T1**

Dear Mr. Hussey,

We have evaluated your request to raise/relocate our existing transmission facilities within our corridor where the above-referred extension is proposed. Based on preliminary engineering, the non-binding 'ballpark' estimate to accommodate this potential relocation is \$410,000. This estimate is not an offer from FPL to perform the requested work and should not be construed or used as such for detailed planning purposes. It is provided only to assist your preliminary decision-making, and will remain valid for 180 days.

The scope of work includes: Replace a total of (6) structures on (3) of our major transmission lines in the corridor as referred above. Our estimate does not include the cost to relocate any other structures or facilities apart from the ones described above. This non-binding estimate is an "order of magnitude" estimate, and is based on previous FPL experience. However, due to the complex nature and variables associated with this type of work, the estimate may not accurately represent the actual cost the agency would be obligated to pay FPL to relocate these facilities. This estimate does not include relocation of any facilities belonging to another utility. Costs associated with the relocation such as; survey work; acquisition and recording of easements; clearing easement of trees and obstructions, etc. have been excluded.

an FPL Group company

Page 2

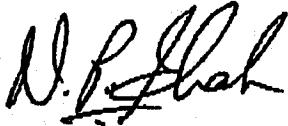
This cost is based upon favorable field conditions, which includes cooperation to eliminate conflicts.

A detailed estimate can be provided after receipt of a set of detailed engineering plans. We will need 60 to 90 days of time to provide such an estimate due to the complexity involved in estimating a project of this magnitude. FPL will bill you for the engineering charges incurred in providing the detailed estimate. Such charges will be payable by you even if the project does not go through. Execution of a relocation agreement would be required prior to commencement of construction for the 'bill-at-actuals' payment arrangement.

Time of construction can vary depending upon resource availability, material delivery and line clearances. Such projects are scheduled after a Facilities Relocation Agreement is executed.

Please feel free to contact me on (561) 694-3507, should you have any questions or need additional information.

Sincerely,



Neelch P. Shah  
Transmission Relocation Coordinator

cc: Jose Coto  
cc: George Williams

an FPL Group company

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RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that NEWCOMB W. ROSIN, a single man, whose address is Boston, of the County of Suffolk and State of Massachusetts; MILDRED KAPNER, joined by her husband, IRVING KAPNER; LEIGHTON BRAMS, a single man; AL GOLDSTEIN and RUTH GOLDSTEIN, his wife; CHARLES KURTZ and GERTRUDE KURTZ, his wife; and ANCO HOLDING COMPANY, a corporation organized and existing under the laws of the State of Florida, whose addresses are County of Palm Beach, and State of Florida, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to the Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P.C. Box 3100 (26 S. E. 2nd Avenue) Miami, Florida, and to its successors and assigns, an easement forever for a right-of-way 160 feet in width to be used for the construction, operation and maintenance of one or more "H" frame or tower electric transmission and distribution lines, including wires, poles, anchors, towers, guys, telephone and telegraph lines and appurtenant equipment, in, over, upon and across the following described lands of the Grantors, situated in the County of Palm Beach and State of Florida and more particularly described as follows:

A parcel of land in Section 13, Township 43 South, Range 41 East, Palm Beach County, Florida, more particularly described as follows, to-wit:

Beginning at a point in the East line of said Section 13, said point being the intersection of the line between Sections 13 and 19, Township 43 South, Range 42 East, with the said East line of Section 13; thence continue Westerly along the extension of said line between Sections 18 and 19, a distance of 5215.82 feet, more or less, to a point in the West line of said Section 13; thence Southerly along the West line of said Section 13 a distance of 160.01 feet; thence Easterly and parallel with the first described course a distance of 5211.53 feet, more or less, to a point in the East line of said Section 13; thence Northerly along the East line of said Section 13 a distance of 160.01 feet, more or less, to the point of beginning, EXCEPTING the East 200 feet thereof (as Right-of-Way for State Road 7).

Containing 18.9 acres, more or less.

together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such transmission and distribution lines on the lands above described, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the above-mentioned purposes, including the right

DEED 1011 MAR 490

to cut and keep clear all trees and undergrowth and other obstructions within said 160 foot right-of-way and all trees of such height on lands of Grantors adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of said electric transmission and distribution lines, and also including the right of ingress and egress over adjoining lands of Grantors for the purpose of exercising the easement herein granted.

The Grantors, however, reserve the right and privilege to use the above-described right-of-way for agricultural and all other purposes except as herein granted or as might interfere with Grantee's use, occupation or enjoyment thereof; and provided further that no buildings or structures other than fences will be located or constructed by Grantors on said 160 foot right-of-way.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this 7th day of February, 1953

Signed, sealed and delivered in the presence of:

Mary Cox

Newcomb W. Robin (SEAL)  
NEWCOMB W. ROBIN (SEAL)

As to Newcomb W. Robin

Virginia M. Callough Mildred Kapner (SEAL)  
MILDRED KAPNER

As to Mildred Kapner

Irving Kapner (SEAL)  
IRVING KAPNER

Virginia M. Callough  
As to Irving Kapner

Leighton Brans (SEAL)  
LEIGHTON BRANS (SEAL)

As to Leighton Brans

Al Goldstein (SEAL)  
AL GOLDSTEIN

Ruth Goldstein (SEAL)  
RUTH GOLDSTEIN

Virginia M. Callough

As to Ruth Goldstein

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*H. J. Lewis*

~~\_\_\_\_\_~~

As to Charles Kuntz

*Virginia M. Callough*

~~\_\_\_\_\_~~

As to Gertrude Kuntz

*Charles Kuntz* (SEAL)  
CHARLES KUNTZ

*Gertrude Kuntz* (SEAL)  
GERTRUDE KUNTZ

AMCO HOLDING COMPANY

*Virginia M. Callough*

*Norris Moss* (SEAL)  
NORRIS MOSS, President

As to Norris Moss, President

*H. J. Lewis*

*Virginia M. Callough* (SEAL)  
Secretary

As to Virginia M. Callough, Secretary

1011 492

MASSACHUSETTS  
STATE OF MASSACHUSETTS  
COUNTY OF SUFFOLK

I, Jacob Gushling

a Notary Public within said County and State, do hereby certify that  
NEWCOMB W. ROBIN, a single man, personally appeared  
before me this day and acknowledged the execution of the foregoing instrument for  
the uses and purposes therein expressed.

~~She is the~~

~~wife of \_\_\_\_\_  
being by me privately examined, separate and apart from her said husband, did  
acknowledge that she made herself a party to, and executed said instrument for the  
purpose of relinquishing, releasing, alienating and conveying all her right, title,  
interest, property and estate whatsoever, whether of blood, law, husband, fee-simple  
or otherwise in and to the property therein granted, and that she executed the same  
freely and voluntarily and without compulsion, constraint, apprehension or fear of  
or from her said husband.~~

WITNESS my hand and official seal in said County and State this 27th  
day of February, A. D. 1913

Jacob Gushling  
Notary Public, State of MASSACHUSETTS, Middlesex  
My commission expires: \_\_\_\_\_





DEED 1011 PAGE 493

STATE OF Florida  
COUNTY OF Palm Beach

ss:

I hereby certify that on this 27<sup>th</sup> day of FEBRUARY  
19 53, before me personally appeared ROBERT MOSS  
and \_\_\_\_\_, respectively, President  
and also Secretary of Amco Holding Company  
a corporation organized under the laws of the State of Florida  
to me known to be the persons described in and who executed the foregoing instru-  
ment, and severally acknowledged the execution thereof to be their free act and deed  
as such officers, for the uses and purposes therein mentioned; and that they affirmed  
therein the official seal of said corporation and that said instrument is the act and  
deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal  
at N. Palm Beach in the County of Palm Beach and  
State of Florida, this 16<sup>th</sup> day of MARCH, 1953

W. Duane Long  
Notary Public for the State of  
Florida, State of Florida, my term  
My commission expires Jan. 12, 1956.  
Bonded by American Surety Co. of N. Y.

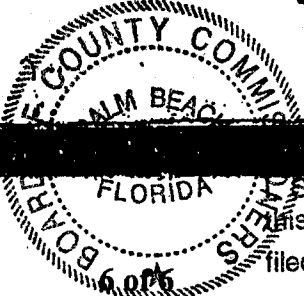
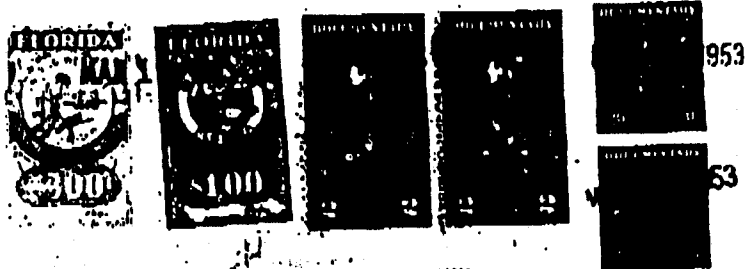
DEED 1011 MAR 494

STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS;

I, H. IRWIN LEVY, a Notary Public within said County and State, do hereby certify that MILDRED KAPNER and IRVING KAPNER, her husband, AL GOLDSTEIN and RUTH GOLDSTEIN, his wife, CHARLES KUNTZ and GERTRUDE KUNTZ, his wife, and LEIGHTON BRASS, a single man, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed, and the said RUTH GOLDSTEIN wife of AL GOLDSTEIN and GERTRUDE KUNTZ, wife of the said CHARLES KUNTZ and the said MILDRED KAPNER, wife of IRVING KAPNER, being by me privately examined, separate and apart from their said husbands, did acknowledge that they made themselves a party to and executed said instrument for the purpose of relinquishing, releasing, alienating and conveying all her right, title, interest, property and estate whatsoever, whether of dower, homestead, fee-simple or otherwise in and to the property therein granted, and that they executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from their respective husbands.

WITNESS my hand and official seal in said County and State this 16<sup>th</sup> day of March, A.D. 1953.

*H. Irwin Levy*  
NOTARY PUBLIC  
Notary Public, State of Florida in Large  
My commission expired Jan. 15, 1954  
Bonded by American Surety Co. of N. Y.



This instrument was filed for Record 8:27 P.M. 18 day of March 1953 and recorded in *Book 1011* Page 488. Record written by J. Alex Amador, Clerk Circuit Court, Palm Beach County, Fla. *SM* Deputy Clerk.

3371

SHARON R. BOCK, Clerk & Comptroller certify this to be a true and correct copy of the original filed in my office on May 2, 2006 dated at West Palm Beach, FL on 7/18/06  
By: Deane Brown  
Deputy Clerk

LM BEACH

Exhibit C

Estimate Valid Through: October 22, 2006

Florida Power & Light Company

Estimate Printed On: May 22, 2006 17:01:11

**Project Description**

**Summary Estimate of Cost**

Palm Beach County Requested  
Reimbursable Relocation of  
Transmission facilities in WPB

Project Level  
Work Order **0888-09-476**

Project Name: County Project #98500  
Persimmon Blvd South Extension  
110<sup>th</sup> Ave to Okeechobee Blvd.

Line No	Salvage	Removal	Item	Item Cost	Total
6			<b>(A) ENGINEERING</b>		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$92,324.00	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	<u>\$92,324.00</u>	<u>\$92,324.00</u>
14			<b>(B) LAND &amp; LAND RIGHTS (RIGHT OF WAY)</b>		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
24			<b>(C) CONSTRUCTION</b>		
25		\$4,201.91	Labor	\$45,912.94	
26			* Additives of Labor		
27		\$2,084.05	Transportation Expenses	\$22,771.70	
28			Material	\$151,111.30	
29			* Stores Loading	\$9,508.70	
30		\$56,573.64	Contractor & Misc. Expenses	\$618,161.76	
31			* Additives of Contractor & Misc. Expenses		
32		<u>\$62,859.60</u>	Sub-total	<u>\$847,466.40</u>	<u>\$910,326.00</u>
34			<b>(D) OTHER - MAINTENANCE</b>		
35			Labor	\$3,747.49	
36			* Additives of Labor		
37			Transportation Expenses	\$1,858.67	
38			Material	\$3,054.96	
39			* Stores Handling	\$192.24	
40			Contractor & Misc. Expenses	\$50,455.44	
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	<u>\$59,308.80</u>	<u>\$59,308.80</u>
44			<b>(E) ADMINISTRATIVE &amp; GENERAL COSTS</b>		
45		\$18,864.73	Administrative & General Costs	\$251,610.75	
46		<u>\$18,864.73</u>	Sub-total	<u>\$251,610.75</u>	<u>\$270,475.48</u>
48	<u>\$0.00</u>	<u>\$81,724.33</u>	<b>GRAND TOTAL</b>	<u>\$1,250,709.95</u>	<u>\$1,332,434.28</u>
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$1,250,709.95
50	TOTAL REMOVAL COST				\$81,724.33
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				<u>\$1,332,434.28</u>
53	CREDIT ##.##% (FROM AGREEMENT)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				<u>\$1,332,434.28</u>

\* Handling, Tax & Insurance and Pension & Welfare at Approved Rates

Engineer: \_\_\_\_\_  
NEELESH P. SHAH

Submitted By: \_\_\_\_\_