

**SOUTH FLORIDA**  
**REGIONAL TRANSPORTATION**  
**AUTHORITY**  
**GOVERNING BOARD**

**REGULAR MEETING AGENDA**  
**December 11, 2009**  
**9:30 a.m.**

South Florida Regional Transportation Authority  
Board Room  
800 NW 33<sup>rd</sup> Street  
Suite 100  
Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

**SFRTA Board Members**

Commissioner Bruno Barreiro  
Alice N. Bravo  
James A. Cummings

Commissioner Kristin Jacobs  
Marie Horenburger  
Commissioner Jeff Koons, Chair

Felix M. Lasarte  
George Morgan, Jr.  
F. Martin Perry

**Executive Director**

Joseph Giulietti

**GOVERNING BOARD REGULAR MEETING**  
**OF DECEMBER 11, 2009**

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**CALL TO ORDER**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL** – Additions, Deletions, Revisions

**MATTERS BY THE PUBLIC** – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

**CONSENT AGENDA**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

**C1. MOTION TO APPROVE:** Minutes of Governing Board’s Regular Meeting October 16, 2009.

**REGULAR AGENDA**

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

**R1. MOTION TO APPROVE:** First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2009-2010 Operating Budget, increasing the budget by \$300,000. The total budget for FY 2009-2010 is \$57,332,116 (see Exhibit 1).

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter-Ebersole

Department Director: Edward Woods  
Procurement Director: Christopher Bross

**R2. MOTION TO APPROVE:** The issuance of a Purchase Order to Miami-Dade Transit for an amount not to exceed \$50,000 for the purchase of Easy Cards Tickets.

Department: Finance and IT  
Project Manager: Michael Kanefsky

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

**R3. MOTION TO APPROVE:** The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Coalition for Independent Living.

Department: Finance and IT  
Project Manager: Carla D. McKeever

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

**R4. MOTION TO APPROVE:** Second of Three One-Year Options to Agreement No. 06-621 between South Florida Transportation Authority (SFRTA) and the C2 Group, LLC for federal legislative consultant services, to extend contract term through January 31, 2011, in the firm fixed price amount of One Hundred Forty Four Thousand Dollars (\$144,000) annually, Twelve Thousand Dollars(\$12,000) monthly, for a term of one year.

Department: Executive  
Project Manager: Vicki Wooldridge

Department Director: Diane Hernandez Del Calvo  
Procurement Director: Chris Bross

**R5. MOTION TO APPROVE:** Amendment No. 4 to Agreement No. 09-002, between the South Florida Regional Transportation Authority (SFRTA) and Booz Allen Hamilton, Inc. (BAH) for technical and procurement support of the Universal Automated Fare Collection (UAFC) System Procurement and Regional Smart Card program, in the maximum not-to-exceed amount of \$623,860, increasing the total not to exceed contract amount to \$ 1,471,993.

Department: Executive  
Project Manager: Renee Matthews

Department Director: Jack Stephens  
Procurement Director: Christopher Bross

**R6. MOTION TO APPROVE:** Second Amendment to Agreement No. 08-004 between the South Florida Regional Transportation Authority (SFRTA) and Limousines of South Florida, Inc. to increase the compensation amount in the not-to-exceed amount of \$29,000.00 for shuttle bus services to the NFL Pro Bowl and Super Bowl.

Department: Operations  
Project Manager: James DeVaughn

Department Director: Bradley Barkman  
Procurement Director: Christopher Bross

**R7. MOTION TO APPROVE:** First Amendment to Interlocal Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton, to renew the Shuttle Bus Funding Agreement for one additional year through January 1, 2011, with the City of Boca Raton compensating SFRTA in the maximum not to exceed amount of \$227,252.

Department: Operations  
Project Manager: James De Vaughn

Department Director: Bradley Barkman  
Contracts Director: Christopher Bross

**R8. MOTION TO APPROVE:** Agreement No. 10-1004 between South Florida Regional Transportation Authority (SFRTA) and MBR Construction, Inc. for Construction Services for Construction of the Cypress Creek West Parking Lot in the amount of \$1,396,000.00.

Department: Engineering & Construction  
Project Manager: Michael Lulo

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher Bross

**R9. MOTION TO APPROVE:** Delegation to the Chair to finalize and execute the Sole Source Agreement No 09-004, between the South Florida Regional Transportation Authority (SFRTA) and Cubic Transportation Systems, Inc. (Cubic), in substantially the form provided, (see Exhibit 1) to procure an Automated Fare Collection System (AFCS), in the maximum not-to-exceed amount of \$14,800,000.00 after approval by Miami-Dade Board of County Commissioners (MDCC) of the Participation Agreement, previously approved by the Governing Board, between SFRTA and Miami Dade County for the administration of the centralized computer system for the AFCS.

Department: Executive  
Project Manager: Renee Matthews

Department Director: Jack Stephens  
Procurement Director: Chris Bross

### **INFORMATION / PRESENTATION ITEMS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1 INFORMATION – Planning Technical Advisory Committee (PTAC) Report

### **COMMITTEE REPORTS / MINUTES**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY TASK FORCE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES
- J. LEGAL SERVICES COMMITTEE

### **MONTHLY REPORTS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – All projects are completed
- B. RIDERSHIP GRAPHS – September/October
- C. ON-TIME PERFORMANCE GRAPHS – September/October
- D. MARKETING MONTHLY SUMMARY – September/October

- E. BUDGETED INCOME STATEMENT – September/October
- F. PAYMENTS OVER \$2,500.00 – September/October
- G. REVENUE AND FARE EVASION REPORTS – September/October
- H. SOLICITATION SCHEDULE – September/October
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - September/October
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – September/October
- K. PROPERTY COMMITTEE – PROJECT SCHEDULE - September/October
- L. SECURITY REPORT - September/October
- M. EXPIRING CONTRACT REPORT - September/October

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD REGULAR MEETING**  
**OF OCTOBER 16, 2009**

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The regular meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, October 16, 2009 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**BOARD MEMBERS PRESENT:**

Bruno Barreiro, Vice Chair, Miami-Dade County Commissioner  
Alice N. Bravo, Florida Department of Transportation, District VI - *via telephone*  
James A. Cummings, Citizen Representative, Broward County  
Marie Horenburger, Citizen Representative, Palm Beach County  
Kristin Jacobs, Broward County Commissioner  
Jeff Koons, Chair, Palm Beach County Commissioner  
Felix M. Lasarte, Citizens Representative, Miami-Dade County  
George Morgan, Governor's Appointee - *via telephone*  
F. Martin Perry, Governor's Appointee

**BOARD MEMBERS ABSENT:**

**ALSO PRESENT:**

Joseph Giulietti, Executive Director, SFRTA  
Jack Stephens, Deputy Executive Director, SFRTA  
Brad Barkman, Director of Operations, SFRTA  
Chris Bross, Director of Procurement, SFRTA  
Diane Hernandez Del Calvo, Director of Administration, SFRTA  
Renee Matthews, Special Projects Manager, SFRTA  
Teresa Moore, General Counsel, SFRTA  
Jeffrey Olson, Staff Counsel, SFRTA  
Edward Woods, Director of Finance & IT, SFRTA  
Sandra Thompson, Executive Administrative Coordinator, SFRTA

**CALL TO ORDER**

The Chair called the meeting to order at 9:35 a.m.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

The Chair called for approval of the Agenda.

Mr. Joe Giulietti requested the following revisions to the Agenda.

Addition of Agenda Item R2- EXHIBIT 1 – Agreement No. 10-002 between SFRTA and West Construction, Inc., for construction services for the Golden Glades Station Stucco Repairs and station painting in the amount of \$246,000.

And revision of Agenda Item R 4, EXHIBIT 1- Participation Agreement Between Miami-Dade County and SFRTA. Revised as of 10/15/09.

Board Member Horenburger requested a reorder of the Agenda to hear Agenda Item R5 - MOTION TO APPROVE: Recommendations of the legal Services committee, first.

**Board Member Marie Horenburger moved for approval of the Agenda as amended. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**CONSENT AGENDA**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

**C1. MOTION TO APPROVE: Minutes of Governing Board’s Regular Meeting August 28, 2009.**

**Board Member Marie Horenburger moved for approval of the Consent Agenda. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

## REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

### *REVISED ORDER*

**R5. MOTION TO APPROVE:** Recommendations of the Legal Services Committee:

- 1) Reject all proposals received in response to RFP No. 09-008, General Counsel Legal Services, citing the fee structure in the RFP as a major concern and due to its decision to recommend the hiring of an in-house attorney to serve as General Counsel;
- 2) Hire an in-house attorney to serve as General Counsel;
- 3) Once the RFP process has been terminated, negotiate hourly rates with the Akermann Senterfitt, Berger Singerman, Shutts and Bowen and Williams Wilson & Sexton to provide specialized legal services to the Authority.

Board Member Perry, Chair of the Legal Services Committee addressed the Board. He reported that the Committee was charged with evaluating the benefits of hiring in-house counsel; to determine the advantages and disadvantages of an in-house counsel; to review the legal costs and the history of the legal functions of the SFRTA; and future legal functions that the Authority may require.

**Board Member Jim Cummings moved for approval and to proceed to negotiations with in-house counsel. The motion was seconded by Board Member Marie Horenburger.**

The Chair opened the floor for discussion.

Board Member Bravo inquired as to the typical annual costs of legal counsel.

Ms. Teresa Moore, General Counsel, SFRTA responded that the average cost of legal services has been \$350,000 per year over the 7 year contract.

Mr. Dan Glickman of Deerfield Beach, Florida addressed the Board. Mr. Glickman noted that per the SFRTA Bylaws, the General Counsel would report to the Board. He continued that under the SFRTA Bylaws that in-house counsel will be subject to the same restrictions as the Executive Director.

Board Member Horenburger inquired if the specialty law fields were limited to the proposed firms.

Board Member Cummings responded that specialty law fields would not be limited to the proposed firms.

The Chair introduced new Board Member Commissioner Kristin Jacobs of Broward County.

Commissioner Jacobs inquired if a library of attorneys is being amassed for their expertise and should their expertise not be sufficient for the issue at hand, will the SFRTA have the ability to go beyond the listed firms.

Board Member Cummings stated that the SFRTA currently consults specialists in labor law.

Ms. Moore commented that Kaplan, Kirsh and Rockwell are subcontracted under the current Greenberg Traurig contract. Ms. Moore recommended that their expertise in railroad labor law be retained.

**Board Member Jim Cummings amended the motion to include the law firm Kaplan, Kirsh and Rockwell to be retained for the specialized field of railroad labor law. Board Member Marie Horenburger seconded the amended motion.**

Board Member Perry commented that the Committee requires assistance from the staff in regards to the costs and budgeting and that the SFRTA will need to benefit from the hiring of an in-house counsel. He stated that the in-house counsel will be working directly with the Executive Director.

There was Board discussion on supervisory issues, advertising the position for government transparency and economic feasibility.

**Board Member Marie Horenburger modified the motion- part 2) to state, "Hire Teresa Moore to serve as in-house General Counsel subject to negotiations of the Committee and approval of the Board. Board Member Jim Cummings seconded the modification.**

The Chair requested the motion to be restated for clarification.

*The secretary restated the motion.*

**MOTION TO APPROVE: Recommendations of the Legal Services Committee:**

- 1) Reject all proposals received in response to RFP No. 09-008, General Counsel Legal Services, citing the fee structure in the RFP as a major concern and due to its decision to recommend the hiring of an in-house attorney to serve as General Counsel;**
- 2) To hire Teresa Moore as in-house attorney and to proceed with negotiations;**

- 3) **Once the RFP process has been terminated, negotiate hourly rates with the Akermann Senterfitt, Berger Singerman, Shutts and Bowen and Williams Wilson & Sexton to provide specialized legal services to the Authority and to retain Kaplan Kirsch and Rockwell as railroad labor law specialists.**

**The Chair authorized the Legal Services Committee to obtain the necessary information to make a recommendation back to the SFRTA Governing Board.**

**The Chair called for a vote.**

**Commissioner Bruno Barreiro – Yes**

**Board Member Alice Bravo – No**

**Board Member Jim Cummings – Yes**

**Commissioner Kristin Jacobs – Yes**

**Board Member Marie Horenburger – Yes**

**Commissioner Jeff Koons – No**

**Board Member Felix Lasarte - Yes**

**Board Member George Morgan – No**

**Board Member Martin Perry - Yes**

**The vote was 6:3 in favor of the motion.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried.**

### **MATTERS BY THE PUBLIC**

Mr. Jim Smith, of Delray Beach, Florida, representing Safety As Floridians' Expect (S.A.F.E.) addressed the Board. Mr. Smith handed out reports of the progress on S.A.F.E. Tri-Rail Pledge & Petition Campaign and gave an update.

Board Member Horenburger thanked Mr. Smith his efforts and for the pledges he was able to secure in support of a dedicated funding source for Tri-Rail.

Board Member Cummings stated that the drafted Bill needs to be put out for public notice.

Mr. Tomas Boiton, of Lake Park, Florida, representing Citizens for Improved Transit (CIT) addressed the Board. Mr. Boiton stated that CIT is actively pursuing public support through public forms to gain support for dedicated funding for Tri-Rail.

Board Member Jacobs requested, of Mr. Boiton, that the information be sent via electronic version.

Mr. Dan Glickman of Deerfield Beach, Florida, addressed the Board. Mr. Glickman thanked the Board for volunteering their time. He considers Tri-Rail to be a success. He stated that after 6 years of SFRTA, he had hoped that there would be regional pilot projects across county lines in regards to State Road 7 or Federal Highway.

The Chair stated that the Palm Beach County Commission/MPO adopted a 20 year plan. These plans will be coordinated with the other MPO's and this will facilitate a regional plan.

There was discussion regarding other revenue sources, particularly from the "managed lanes program." Board Member Bravo commented that there is no excess revenue from the program and she will report on it at the next meeting.

**R1. MOTION TO APPROVE:** The reallocation of funds approved by the Board under Agreement No. 03-195 with Colorado Railcar Manufacturing (CRM) for staff to enter into agreements to purchase spare parts from CRM's sub-vendors in the amount of \$591,387.

**Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Felix Lasarte.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R2. MOTION TO APPROVE:** Agreement No. 10-002, between the South Florida Regional Transportation Authority (SFRTA) and West Construction, Inc. for construction services for the Golden Glades Station Stucco Repairs and station painting in the amount of \$246,000.

**Board Member Marie Horenburger moved for approval as modified. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R3.**  
**REQUESTED ACTIONS:**

**(A) MOTION TO APPROVE:** Agreement No. 09-007(A), between South Florida Regional Transportation Authority (SFRTA) and HDR Engineering, Inc., for Transportation Planning Consultant Services, for a period of three (3) years, with the option to renew for an additional two (2) one (1) year option periods, in the maximum not-to-exceed amount of \$5,000,000.

(B) MOTION TO APPROVE: Agreement No. 09-007(B), between South Florida Regional Transportation Authority (SFRTA) and HNTB Corporation, for Transportation Planning Consultant Services, for a period of three (3) years, with the option to renew for an additional two (2) one (1) year option periods, in the maximum not-to-exceed amount of \$5,000,000.

(C) MOTION TO APPROVE: Agreement No. 09-007(C), between South Florida Regional Transportation Authority (SFRTA) and Jacobs Engineering Group, Inc., for Transportation Planning Consultant Services, for a period of three (3) years, with the option to renew for an additional two (2) one (1) year option periods, in the maximum not-to-exceed amount of \$5,000,000.

(D) MOTION TO APPROVE: Agreement No. 09-007(D), between South Florida Regional Transportation Authority (SFRTA) and Kimley-Horn and Associates, Inc., for Transportation Planning Consultant Services, for a period of three (3) years, with the option to renew for an additional two (2) one (1) year option periods, in the maximum not-to-exceed amount of \$5,000,000.

(E) MOTION TO APPROVE: Agreement No. 09-007(E), between South Florida Regional Transportation Authority (SFRTA) and PB Americas, Inc., for Transportation Planning Consultant Services, for a period of three (3) years, with the option to renew for an additional two (2) one (1) year option periods, in the maximum not-to-exceed amount of \$5,000,000.

**Board Member Felix Lasarte moved for approval of “A”; “B”; “C”; ‘D’; and “E”.  
The motion was seconded by Board Member Marty Perry.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R4. MOTION TO APPROVE: Participation Agreement between the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County (County) for the administrative management of a centralized universal automated fare collection system.**

**Board Member Marie Horenburger moved for approval as revised. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

## **INFORMATION / PRESENTATION ITEMS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

### I-1 INFORMATION – Equal Employment Opportunity Report Year End 2008

The Chair congratulated staff on a favorable report and requested that this report be forwarded to the Chairs of the County Commissions.

Ms. Diane Hernandez Del Calvo, Director of Administration/EEO Officer, SFRTA and Ms. Loraine Cargill, Transportation Planning Manager/EEO Officer, SFRTA addressed the Board. Ms. Hdz. Del Calvo reported that the 2008 Equal Employment Opportunity Report for SFRTA had passed the FTA audit and credited the Human Resources Department with helping to obtain the diversity goals. Ms. Hdz. Del Calvo introduced Ms. Cindy Matson, EEO Consultants.

Ms. Matson gave an overview of the report.

### I-2 INFORMATION – Planning Technical Advisory Committee (PTAC) Report

## **COMMITTEE REPORTS / MINUTES**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY TASK FORCE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES
- J. LEGAL SERVICES COMMITTEE

## **MONTHLY REPORTS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

### A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – All projects are completed

Board Member Cummings requested an update on the Cypress Creek project.

Mr. Bill Cross, Planning Manager, SFRTA addressed the Board. He stated that the project design is ready for Board approval and will be presented at the November/December meeting.

B. RIDERSHIP GRAPHS

C. ON-TIME PERFORMANCE GRAPHS

Board Member Cummings commented positively on the 90% OTP.

D. MARKETING MONTHLY SUMMARY

E. BUDGETED INCOME STATEMENT

F. PAYMENTS OVER \$2,500.00

G. REVENUE AND FARE EVASION REPORTS

H. SOLICITATION SCHEDULE

I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE

K. PROPERTY COMMITTEE – PROJECT SCHEDULE - Current

L. SECURITY REPORT

M. EXPIRING CONTRACT REPORT

EXECUTIVE DIRECTOR REPORTS/COMMENTS

Mr. Giulietti announced that the SFRTA has been approached about operating trains during the Super Bowl and the Pro Bowl at the Miami venue. The preliminary figures show that the SFRTA would have to pay approximately \$20,000 per event for bussing and train coordination. There is more planning involved due to FTA rules requirements and restrictions. Mr. Giulietti stated that this is being brought to the Board for Board support and consideration.

Commissioner Jacobs commented that the Super Bowl has requirements to offset carbon footprints. She stated that there may be additional dollars through the Super Bowl program.

The Chair stated his support for the program and authorized staff to research and offer SFRTA services to offset the carbon footprints.

LEGAL COUNSEL COMMENTS

Ms. Teresa Moore announced that the next SFRTA Governing Board Meeting is scheduled for December 11, 2009.

#### CHAIR COMMENTS

The Chair commented on his trip to Washington, D. C. and his visits with senators, congressmen and members of the Federal Transit Administration (FTA). He informed that he was accompanied by Mayor Buddy Dyer of Orlando and Senator Ted Deutch. There was a consistent message that if an entity receives federal dollars, there are 13-C labor protection responsibilities. He commented on an agreement that was reached between the State of Massachusetts and CSXT regarding corridor liability and the implications for Florida. The message from the FTA Administrator, Peter Rogoff is that State support for Tri-Rail is of great importance in the federal government considering federal funds to the State.

#### BOARD MEMBER COMMENTS

Board Member Cummings stated that he is encouraging the business community of South Florida, Central Florida and the Tampa/St. Petersburg area to become engaged in the dedicated funding for Tri-Rail. He stated that business members had met with Senator Atwater and reviewed the proposed bill.

Mr. Giulietti stated that during the APTA Conference, he and Board Members Cummings and Horenburger had opportunities to speak with FTA Secretary Ray LaHood, FTA Administrator Peter Rogoff, and the FRA Deputy Administrator. A clear message from the federal government is if the State is going after federal funds, the State must fund the existing agencies. If Tri-Rail service falls below the Full Funding Grant Agreement (FFGA) service levels, the federal government will request a return of the \$256 million. This will be taken into consideration where future funds will go. The federal government considers Tri-Rail to be a success.

The Chair requested of the Board Members to take action with civic groups and to notify staff of their engagement.

Board Member Perry mentioned that Senator LeMieux had spoken several times about SunRail and not mentioned Tri-Rail. The Senator has great influence with the legislatures in Florida and it would be supportive if the Senator would connect Tri-Rail with SunRail. He emphasized the need to engage the business community in this endeavor to secure dedicated funding and to continue to receive resolutions from the various chambers and civic organizations. Board Member Perry made note that the SFRTA business plan should be posted on the website to display to the public and business community the progress of projects and future of Tri-Rail.

Mr. Giulietti responded that Board Member Perry's comments are taken in earnest and that he would arrange a meeting with the planning department to answer his particular questions.

Board Member Horenburger inquired about the union issues during the last legislative session and asked if these issues have been resolved.

The Chair responded that a meeting with Senator Deutch and Mayor Dyer led to resolution of the labor protection issues. SunRail will be modeled after the Massachusetts deal.

After Board discussion, the Chair requested a Transit Oriented Development (TOD) presentation of the corridor.

Mr. Giulietti commented that the federal government is supportive of TOD's. The SFRTA has attempted two TOD's and to date and has not been successful. He stated that the SFRTA does not own the corridor or development rights. FDOT owns the corridor. In order to develop the corridor the SFRTA has to purchase the sites for development. This can be explored once the SFRTA goes to Phase B.

Board Member Perry stated that there is an opportunity for conceptual plans to induce developers to come in and propose TOD's.

The Chair wished several Board Members a Happy Birthday.

Commissioner Barreiro commented on the Miami Intermodal Center (MIC) and the airport. He stated that construction is nearing completion and due in 2010 to have all the connections in place.

The Chair stated that Palm Beach International Airport traffic is down 20-22%. Palm Beach County needs Tri-Rail to deliver people to the area.

#### ADJOURNMENT

There being no further business, the meeting adjourned at 11:17 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular

FISCAL YEAR 2009-2010  
OPERATING BUDGET AMENDMENT NO. 1

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2009-2010 Operating Budget, increasing the budget by \$300,000. The total budget for FY 2009-2010 is \$57,332,116 (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

This budget amendment is comprised of the following transactions:

**Revenue:**

1. FDOT JPA-Marketing Smart Card: A Joint Participation Agreement (JPA) between the Florida Department of Transportation (FDOT) and the SFRTA will fund the Smart Card Campaign and specialized needs associated with the launch of the Integrated Fare Collection System currently taking place in Miami-Dade County at a cost of approximately \$300,000.

**Expenses:**

2. Marketing Expenses: A regional launch of the Integrated Fare Collection System (Smart Card) and associated costs not to exceed \$300,000.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter-Ebersole

Department Director: Edward Woods  
Procurement Director: Christopher Bross

FISCAL IMPACT: This budget amendment increases the FY 2009-2010 Operating Budget by \$300,000.

EXHIBITS ATTACHED: Exhibit 1 – Revised FY 2009-2010 Appropriations.

FISCAL YEAR 2009-2010  
OPERATING BUDGET AMENDMENT NO. 1

Recommended by: E T Woods 12-3-09  
Department Director Date

Approved by: CEZ 12/3/09  
Contracts Director Date

Authorized by: Joe G. Gubert 12-3-09  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved:  Yes  No

Vote:  Unanimous

Amended Motion:

Commissioner Bruno Barreiro  Yes  No  
 Alice N. Bravo, P.E.  Yes  No  
 James A. Cummings  Yes  No  
 Marie Horenburger  Yes  No  
 Commissioner Kristin Jacobs  Yes  No

Commissioner Jeff Koons  Yes  No  
 Felix M. Lasarte  Yes  No  
 George A. Morgan, Jr.  Yes  No  
 F. Martin Perry  Yes  No

Tracking No. 12110972

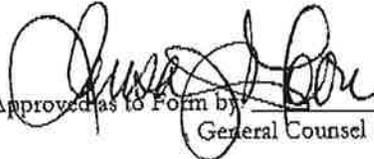
AGENDA ITEM NO. R1

FISCAL YEAR 2009-2010  
OPERATING BUDGET AMENDMENT NO. 1

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  12/2/09  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
Alice N. Bravo, P.E. \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Maxie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Commissioner Kristin Jacobs \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
Felix M. Lasarte \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
F. Martin Perry \_\_\_\_\_ Yes \_\_\_\_\_ No

**SOUTH FLORIDA  
REGIONAL TRANSPORTATION AUTHORITY**

	<b>FY 2009-2010 APPROVED BUDGET</b>	<b>1st BUDGET AMENDMENT</b>	<b>REVISED FY 2009-2010 BUDGET</b>
<b>TRAIN REVENUE</b>			
Train Service Revenue	10,212,434	-	10,212,434
Interest Income/Other Income	165,000	-	157,500
<b>TOTAL TRAIN REVENUE</b>	<b>10,377,434</b>	<b>-</b>	<b>10,377,434</b>
<b>OPERATING ASSISTANCE</b>			
FTA-Planning Grant	1,500,000	-	1,500,000
FTA-Preventive Maintenance	9,223,847	-	9,223,847
FHWA	4,000,000	-	4,000,000
FDOT JPA-Operating assistance	12,705,000		12,705,000
FDOT JPA-Marketing Smart Card	-	300,000	300,000
FDOT JPA-Marketing Go Green	250,000		250,000
FDOT JPA-Dispatch Service	979,068		979,068
FDOT JPA-Maintenance of NRB	440,000		440,000
FDOT JPA-Dispatch Service Carryover	1,550,000		1,550,000
FDOT JPA-Feeder Service	2,000,000		2,000,000
FDOT JPA-Feeder Service Block Grant	1,040,767		1,040,767
County Operating Assistance	4,695,000		4,695,000
Other Local Funding	261,000		261,000
Recurring County Funding SS 343.58	8,010,000		8,010,000
		-	-
<b>TOTAL ASSISTANCE</b>	<b>46,654,682</b>	<b>300,000</b>	<b>46,954,682</b>
<b>TOTAL REVENUE</b>	<b>57,032,116</b>	<b>300,000</b>	<b>57,332,116</b>

**SOUTH FLORIDA  
REGIONAL TRANSPORTATION AUTHORITY**

	<b>FY 2009-2010 APPROVED BUDGET</b>	<b>1st BUDGET AMENDMENT</b>	<b>REVISED FY 2009-2010 BUDGET</b>
<b>APPROPRIATIONS</b>			
Operations	31,524,925	-	31,524,925
Train & Station Maintenance	12,565,767	-	12,565,767
Personnel Expense	9,061,251	-	9,061,251
General & Administrative	2,068,995	-	2,068,995
Marketing	1,020,088	300,000	1,320,088
Professional Fees	1,266,090	-	1,266,090
Reserve	500,000	-	500,000
Expenditures Transferred to Capital Budget	(975,000)	-	(975,000)
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 57,032,116</b>	<b>\$ 300,000</b>	<b>\$ 57,332,116</b>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular

PURCHASE OF EASY CARDS TICKETS  
FROM MIAMI-DADE TRANSIT

REQUESTED ACTION:

MOTION TO APPROVE: The issuance of a Purchase Order to Miami-Dade Transit for an amount not to exceed \$50,000 for the purchase of Easy Cards Tickets.

SUMMARY EXPLANATION AND BACKGROUND:

At the October 16, 2009 Governing Board Meeting, the Governing Board approved a Participation Agreement between the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County for the administrative management of a centralized universal automated fare collection system. The agreement calls for the SFRTA to pay Miami-Dade transit fifty cents per ticket. The SFRTA has purchased 50,000 tickets for the period covering October 1, 2009 to December 31, 2009, for a total cost of \$25,000. This purchase was made under the Executive Director's purchase authority, which is up to \$25,000. This purchase order is for an additional 100,000 tickets, which is the estimated number of tickets needed for the remainder of Fiscal Year 2010, with a cost of \$50,000.

Department: Finance and IT  
Project Manager: Michael Kanefsky

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

FISCAL IMPACT: The funds for this Purchase Order are available in the FY 2010 Operating Budget.

EXHIBITS: N/A

PURCHASE OF EASY CARDS TICKETS  
FROM MIAMI-DADE TRANSIT

Recommended by: *E. Woods* 12-3-09  
Department Director      Date

Approved by: *Cl...* 12/3/09  
Contracts Director      Date

Authorized by: *Joe Gulutzky* 12-3-09  
Executive Director      Date

Approved as to Form by: \_\_\_\_\_  
General Counsel      Date

Board Action:

Approved:     Yes     No

Vote:     Unanimous

Amended Motion:

Commissioner Bruno Barreiro     Yes     No  
 Alice N. Bravo, P.E.     Yes     No  
 James A. Cummings     Yes     No  
 Marie Horenburger     Yes     No  
 Commissioner Kristin Jacobs     Yes     No

Commissioner Jeff Koons     Yes     No  
 Felix M. Lasarte     Yes     No  
 George A. Morgan, Jr.     Yes     No  
 F. Martin Perry     Yes     No

Tracking No. 12110973  
Page two

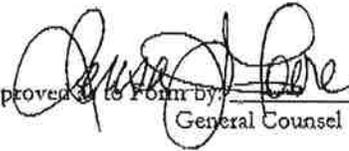
AGENDA ITEM NO. R2

PURCHASE OF EASY CARDS TICKETS  
FROM MIAMI-DADE TRANSIT

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved to Form by:  12/2/09  
General Counsel Date

Board Action:

Approved: \_\_\_\_ Yes \_\_\_\_ No

Vote: \_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No
Alice N. Bravo, P.E.	____ Yes ____ No
James A. Cummings	____ Yes ____ No
Maxie Florenburger	____ Yes ____ No
Commissioner Kristin Jacobs	____ Yes ____ No

Commissioner Jeff Koons	____ Yes ____ No
Felix M. Lasarte	____ Yes ____ No
George A. Morgan, Jr.	____ Yes ____ No
F. Martin Perry	____ Yes ____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

REQUESTED ACTION:

MOTION TO APPROVE: The Sub-Recipient Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Coalition for Independent Living.

SUMMARY EXPLANATION AND BACKGROUND:

The Job Access Reverse Commute (JARC) and New Freedom programs are two grants administered by the Federal Transit Administration (FTA). The JARC program assists individuals in making a successful transition from welfare to work by addressing the unique transportation challenges faced by welfare recipients and low-income persons seeking to get and keep jobs. The New Freedom program was established to support new public transportation services and public transportation alternatives beyond those required by the American with Disabilities Act of 1990.

The FTA notified the Miami Southeast Florida Urbanized Area (UZA) that it would lose funding through these programs unless a formal regional process for JARC and New Freedom programs was established. Per discussions with the FTA, the support of the UZA transit partners, and the Metropolitan Planning Organizations (MPOs), the SFRTA agreed to become the designated recipient of these funds for the UZA. A designation letter was signed by the Florida Department of Transportation (FDOT), Marion Hart Jr., State Public Transportation and Modal Administrator, on April 8, 2009, on behalf of the Governor, and submitted to the FTA.

(Continued page 2)

Department: Finance and IT  
Project Manager: Carla D. McKeever

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

FISCAL IMPACT: By administrating the JARC and New Freedom programs, the SFRTA will receive approximately \$106,502 in administrative cost reimbursements.

EXHIBITS ATTACHED: Exhibit 1 – Coalition for Independent Living Sub-Recipient Agreement

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

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SUMMARY EXPLANATION AND BACKGROUND (Contd.):

As the FTA designated recipient for the JARC and New Freedom programs, the SFRTA is responsible for the administration of the programs. Up to ten (10) percent of the program funds are available to reimburse the SFRTA administrative costs. The SFRTA completed a very aggressive schedule to secure the funds available through the JARC and New Freedom programs for FY 2007. The SFRTA was required to conduct a competitive project selection process, review and certify each agency's compliance with the FTA requirements and submit grant applications to the FTA by July 15, 2009.

The SFRTA Planning Technical Advisory Committee (PTAC), which includes representatives from three MPOs, three transit providers, two regional planning councils and the two FDOT districts, reviewed the applications and made recommendations to the SFRTA Governing Board. The SFRTA Governing Board is responsible for final approval and certification of selected JARC and New Freedom applications for the UZA. The SFRTA Governing Board approved the PTAC funding recommendations for the JARC and New Freedom applications at its June 26, 2009, meeting. The Coalition for Independent Living was selected as one of the New Freedom grant recipients.

Staff is requesting the Governing Board approval of the Sub-Recipient Agreement between the SFRTA and the Coalition for Independent Living to secure \$50,000 in FTA New Freedom grant funds for the GETTING THERE project.

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

Recommended by: *C. T. Wade* 12-3-09  
Department Director Date

Approved by: *Chiz* 12/3/09  
Contracts Director Date

Authorized by: *Joe Gulevich* 12-3-09  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved:  Yes  No

Vote:  Unanimous

Amended Motion:

Commissioner Bruno Barreiro  Yes  No  
Alice N. Bravo, P.E.  Yes  No  
James A. Cummings  Yes  No  
Marie Horenburger  Yes  No  
Commissioner Kristin Jacobs  Yes  No

Commissioner Jeff Koons  Yes  No  
Felix M. Lasarte  Yes  No  
George A. Morgan, Jr.  Yes  No  
F. Martin Perry  Yes  No

Tracking No. 12110974

AGENDA ITEM NO. R3

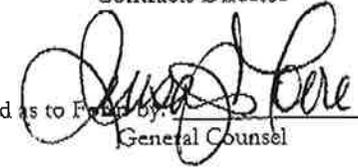
Page three

FEDERAL TRANSIT ADMINISTRATION JOB ACCESS REVERSE COMMUTE (49 U.S.C. 5316) AND NEW FREEDOM PROGRAMS (49 U.S.C. 5317)

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  \_\_\_\_\_  
General Counsel Date 12/2/09

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
Alice N. Bravo, P.E. \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Commissioner Kristin Jacobs \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
Felix M. Lasarte \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
F. Martin Perry \_\_\_\_\_ Yes \_\_\_\_\_ No

**SUBRECIPIENT AGREEMENT**

Subrecipient: Coalition for Independent Living Options, Inc.		Grant Number: FL-57-X017
Address: 6800 Forest Hill Boulevard, West Palm Beach, Florida 33413		
Project Description: GETTING THERE, taxi vouchers, subsidized taxi for seniors, disabled, low income workers, travel trainer and increased transit boundaries		
Project Activity Period: <u>October 31, 2009 through December 31, 2012</u>		
Estimated Project Amount:	\$ 100,000	SFRTA Action
Section 5317 NF Funds:	\$ 50,000	Item No:
Local Match:	\$ 50,000	Date:
Federal Grant No:	FL-57-X017	
CFDA No. :	20521	

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the South Florida Regional Transportation Authority (SFRTA) and the Coalition for Independent Living Options, Inc. (CILO), each acting by and through its duly authorized officers.

**WHEREAS:**

1. The SFRTA, acting in its role as the Miami Urbanized Area Designated Recipient, submitted an application to the Federal Transit Administration (FTA) for federal grant funds under the FTA's New Freedom Program pursuant to 49 U.S.C. Section 5317, which included CILO's project as described herein.
2. The FTA's New Freedom Program is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), enacted on August 10, 2005, as codified at 49 U.S.C. 5317.
3. The FTA's New Freedom Program aims to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society. The New Freedom Program seeks to reduce barriers to transportation services and expand

the transportation mobility options available to people with disabilities beyond the requirements of the American with Disabilities Act.

4. The SFRTA received New Freedom grant funds from the FTA pursuant to grant number FL-57-X017.
5. This Agreement is intended to memorialize the terms under which CILO is to receive the FTA grant funds.

**NOW THEREFORE**, The SFRTA and CILO agree as follows:

**ARTICLE I. COALITION OF INDEPENDENT LIVING OPTIONS, INC. WORKSCOPE: APPROVED BUDGET AND MATERIAL REPRESENTATIONS**

- 1.01 **Workscope.** CILO agrees to perform and complete in a satisfactory and proper manner the Workscope specified on **Exhibit A** (FTA Grant Application) in accordance with the terms and conditions of this Agreement. The Workscope details the activities to be completed by CILO and a proposed schedule for the completion of the Workscope. All Workscope activities must be consistent with the approved Workscope and the approved budget detailed below. Any proposed change in the scope of work is not effective until CILO receives written approval from the SFRTA Project Manager.
- 1.02 **Approved Budget.** CILO agrees to complete the Workscope in accordance with the approved budget specified on **Exhibit A**. The approved budget details the cost associated with each scope of work activity. Any request for re-budgeting in excess of twenty percent (20%) of the approved budget must be in writing and approved in writing by the SFRTA Project Manager. Re-budgeting of project funds among the existing approved budget items of the Workscope are allowable without prior approval if the amount of project funds to be transferred is less than twenty percent (20%) of the approved budget. However, re-budgeting between operating and capital line items is not allowable due to differing match requirements.
- 1.03 **Material Representations.** CILO agrees that all representations contained in its application for grant assistance are material representations of fact upon which the SFRTA relied in awarding this grant and are incorporated by reference into this Agreement.

**ARTICLE II. AUTHORIZED USE OF GRANT AND MATCHING FUNDS; ELIGIBILITY OF COST**

- 2.01. **Authorized Use of Grant and Matching Funds.** CILO is only authorized to use the grant funds subject to this agreement for costs directly incurred for the performance of the Workscope during the Project Activity Period as specified in section 6.01, and in accordance with the approved budget.

**2.02 Eligibility of costs.** All expenses are subject to FTA regulations including:

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, 49 CFR Part 18  
([http://www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr18\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr18_06.html))
- *Uniform Administrative Requirements for Grants and Agreements with Institution of Higher Education, Hospitals, and other Non-Profit Organizations*, 49 CFR Part 19  
([http://www.access.gpo.gov/nara/cfr/waisidx\\_05/49cfr19\\_05.html](http://www.access.gpo.gov/nara/cfr/waisidx_05/49cfr19_05.html))
- *Grant Management Requirements*, FTA Circular 5010.1D  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))
- *Third Party Contracting Requirements*, FTA Circular 4220.1F,  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html)) (See also paragraph 10.05)
- *New Freedom Guidance*, FTA Circular C 9045.1  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_6624.html](http://www.fta.dot.gov/laws/circulars/leg_reg_6624.html))

CILO acknowledges that the federal requirements in this article and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time.

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by CILO, from the SFRTA.

**ARTICLE III. GRANT AMOUNT, MATCH AND PAYMENT**

**3.01 Estimated Project Amount.** The total estimated cost of the Workscope is \$100,000 consisting of the Maximum Federal Grant amount and CILO's required match.

**3.02 Maximum Federal Grant Amount.** The SFRTA awards to the recipient a grant of up to \$50,000 for the Workscope. In no event will the SFRTA obligation under this Agreement exceed the lesser of the following:

- A. The Maximum Federal Grant Amount; or
- B. The combination of 50% of the total net operating Workscope expenditures plus 80% of capital Workscope expenditures.

SFRTA shall bear no responsibility for cost overruns that may be incurred by CILO in performance of the Workscope. If it appears likely that additional funds will be needed to complete the Workscope, the parties will meet to discuss the possibility of amending this Agreement.

**3.03 CILO Match.** CILO has an obligation under this Agreement to share in the costs of project by providing a local match from sources other than from FTA funds, i.e. not less than \$50,000 against the Maximum Grant Amount. The eligibility and use of matching funds shall be

governed by applicable federal law, regulations and guidance. If the final expenses for the Workscope are less than the Estimated Project Amount, then local match shall be reduced to fifty percent (50%) of the final Workscope amount. If the final expenses for the Workscope exceed the Estimated Project Amount, CILO is responsible for providing the funds to cover the final costs and expenses.

**3.04 Reimbursement.** Expenses will be reimbursed by the SFRTA based on submission of an invoice from CILO using form attached hereto as **Exhibit B**. Invoices should be submitted in triplicate on the approved form with the following attachments on each copy:

- A. Copies of all receipts for expenses paid during the period; and
- B. Disadvantaged Business Enterprise (DBE) report for each third party contract using the approved form attached hereto as **Exhibit C** (see section 5.04).

CILO shall submit any additional data and information requested by the SFRTA to support CILO's reimbursement request and shall submit any additional data and information that may be required by the federal government for reporting to the FTA.

Upon the SFRTA review and approval of CILO's request, the SFRTA will distribute to CILO the approved reimbursement amount. The SFRTA may deny part of any reimbursement request if it reasonably believes that it is not a supportable Workscope expense. No reimbursement request will be made which would cause the distribution of grant funds to exceed, cumulatively, through such payment, the limits in Article III. Distribution of any funds or approval of any report is not to be construed as the SFRTA's waiver of any CILO noncompliance with this Agreement.

**3.05 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the SFRTA that CILO has made an unauthorized or undocumented use of grant funds, and upon a written demand for repayment issued by the SFRTA, CILO shall promptly repay such amounts to the SFRTA.

**3.06 Reversion of Unexpended Grant Funds.** All funds granted by the SFRTA under this Agreement that have not been expended for Workscope activities during the Project Activity Period shall revert to the SFRTA.

**3.07 Grant Contingent on Federal Funding.** CILO acknowledges and agrees that the SFRTA's payment of funds under this Agreement is contingent on the SFRTA receiving grant funds from the FTA. If, for any reason, the FTA reduces the amount of the SFRTA FTA Grant, or otherwise fails to pay part of the cost or expense of the Workscope in this Agreement, only outstanding incurred costs shall be eligible for reimbursement. CILO and its contractors and subcontractors further agree to pay any and all lawful claims arising out of or incidental to the performance of the Workscope covered by this Agreement in the event the FTA does not pay the same, and in all events, agrees to hold the SFRTA harmless from those claims and from any claims arising out of this Agreement. Notwithstanding any other provisions of the Agreement, in the event the FTA rescinds funding for the FTA Grant, the SFRTA may immediately terminate this Agreement by written notice to CILO.

#### **ARTICLE IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

- 4.01 Documentation of Workscope Costs.** All costs charged to the Workscope, whether paid with grant funds or charged as CILO's match, must be supported by proper documentation, including properly executed payrolls, time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.
- 4.02 Establishment and Maintenance of Workscope Information.** CILO agrees to establish and maintain accurate, detailed and complete separate book, accounts, financial records, documentation, and other evidence relating to: (a) CILO's match under this Agreement, and (b) the receipt and expenditure of all grant funds. These documents shall include the property records required by Article VIII of this Agreement. CILO shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall remain intact all Workscope information until the latest of:
- A. Six (6) years following the term of this Agreement; or
  - B. If any litigation claims, or audit is commenced during either such period, when all such litigation, claims or audits have resolved.
- 4.03 Audit.** The accounts and records of the parties relating to this Agreement shall be audited in the same manner as all other accounts and records of CILO are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the SFRTA, the Legislative Auditor and or State Auditor, the United States Secretary of Transportation, the FTA Administrator, and the United States Comptroller General will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The parties will provide facilities for such access and inspection.

#### **ARTICLE V. REPORTING AND MONITORING REQUIREMENTS**

- 5.01 Quarterly Milestone Progress Reports.** CILO shall submit quarterly milestone progress reports to SFRTA. SFRTA shall provide CILO with an electronic version of the milestone progress report that CILO must complete. Each quarterly progress report must include a detailed summary of the completed Workscope activities and a report on the Workscope schedule. Both the SFRTA and CILO must approve each quarterly milestone progress report. The Quarterly progress reports are due as follows:
- **January 15 for quarter October 1 – December 31**
  - **April 15 for quarter January 1 – March 31**
  - **July 15 for quarter April 1 – June 30**
  - **October 15 for quarter July 1 – September 30**

- 5.02 Final Reports.** Upon completion of the Workscope and not later than sixty (60) calendar days after the end of the Project Activity Period, CILO must submit a final progress report and a final financial status report of expenditures for the full Workscope that contains a final accounting of the grant matching expenditures. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) days following the end of the Project Activity Period, the submission of the Final Report shall automatically extend until all outstanding claims have been resolved. The final report must include inventory of Workscope property as required by Article VIII of this Agreement.
- 5.03 Contents of Reports.** CILO agrees to report completely and to provide SFRTA with any additional or follow-up information as may be requested by the SFRTA.
- 5.04 DBE Reporting Requirements.** CILO shall provide the SFRTA with reports on all DBE activity (see section 10.05 E) for each third party agreement in the form attached hereto as **Exhibit C** and based on the procurement process established for CILO in the *Federal Transit Administration Master Agreement Section 15 Procurement*, which is attached hereto as **Exhibit D**.
- 5.05 Other Monitoring Activities.** To assist the SFRTA in monitoring compliance with this Agreement, CILO agrees to attend meetings as requested by the SFRTA and to permit site visits by the SFRTA staff, during business hours, upon reasonable notice. CILO agrees to submit to the SFRTA a copy of any promotional information regarding the Workscope disseminated by CILO during the term of this Agreement.
- 5.06 Changed Conditions.** CILO agrees to notify the SFRTA immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect CILO's ability to perform the Workscope in accordance with the terms of this Agreement.
- 5.07 Special Reporting Requirements.** The SFRTA is required to report to the FTA regarding activities. Accordingly, CILO agrees to provide the SFRTA with any additional follow-up information reasonably requested by the SFRTA, in order to meet FTA reporting requirements. Specific reporting requirements are included in **Exhibit H**.

## **ARTICLE VI. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

- 6.01 Project Activity Period.** CILO agrees to complete all Workscope activities during the period from October 31, 2009 to December 31, 2012 (Project Activity Period). Grant funds may not be used to reimburse costs for any Workscope activities taking place before the beginning or after the end of the Project Activity Period.
- 6.02 Term.** The term of this Agreement shall extend from the effective date of this Agreement to a date sixty (60) calendar days following the end of the Project Activity Period to permit close out of this Agreement. If outstanding claims related to work occurring during the Project Activity Period still exist sixty (60) calendar days following the end of the Project Activity Period, the Term of this Agreement shall automatically extend for an additional ninety (90) calendar days in order to resolve any and all outstanding claims.

- 6.03 Termination by the SFRTA for Convenience.** SFRTA may terminate this Agreement at any time and for any reason by providing CILO written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, CILO shall be entitled to compensation for Workscope activities in accordance with this Agreement, which were incurred prior to the effective date of the termination, but not exceeding the limits in section 3.02.
- 6.04 Termination by the SFRTA for Noncompliance.** If the SFRTA reasonably finds that there has been a failure to comply with the provisions of this Agreement, the SFRTA may terminate the Agreement at any time following seven (7) calendar days written notice to CILO and upon failure of CILO to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Workscope. At the SFRTA option, the SFRTA may cease payment of invoices during any period in which CILO is not in compliance with this agreement. If the SFRTA terminates this Agreement, it may require CILO to repay the grant funds in full or in a portion determined by the SFRTA. Nothing herein shall be construed so as to limit the SFRTA legal remedies to recover grant funds.
- 6.05 Effect of Workscope Closeout or Termination.** CILO agrees that Workscope closeout or termination of this Agreement does not invalidate continuing obligations imposed on CILO by this Agreement. Project closeout or termination of this Agreement does not alter the SFRTA authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter CILO's obligation to return any funds to the SFRTA as a result of later refunds, corrections, or other transactions.

## **ARTICLE VII. CONTACT PERSONS; PROJECT MANAGER**

- 7.01 Contact Persons.** The authorized contact persons for receipts of notices, reports, invoices and approvals under this Agreement are the following:

**The SFRTA:**

Carla D. McKeever  
Grants Administrator  
800 NW 33<sup>rd</sup> St.  
Pompano Beach, FL 33064  
954.788.7953  
[mckeeverc@sfrta.fl.gov](mailto:mckeeverc@sfrta.fl.gov)

**Coalition for Independent Living Options, Inc:**

Genevieve Cousminer, Esquire  
Executive Director  
6800 Forest Hill Boulevard, West Palm Beach, Florida 33413  
561.966.4288  
[gcousminer@cilo.org](mailto:gcousminer@cilo.org)

Or such other person as may be designated in writing for itself by either party.

**7.02 The SFRTA Project Manager.** For purposes of administration of the Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by the SFRTA Executive Director shall be the Project Manager. Nothing, however, in this Agreement will be deemed to authorize the SFRTA Project Manager to execute amendments to this Agreement on behalf of the SFRTA.

**7.03 Coalition for Independent Living Options, Inc. Project Manager.** For purposes of administration of this Agreement, the contact person listed in section 7.01, or such other person as may be designated in writing by CILO, shall be the Project Manager. CILO Project Manager shall coordinate Workscope activity with the SFRTA Project Manager and complete the project manager training provided by the SFRTA to ensure compliance with all federal requirements.

## **ARTICLE VIII. GRANT PROPERTY**

The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of:

- *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* 49 C.F.R. Parts 18.31, 18.32, and 18.33 ([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- *Grant Management Requirements*, FTA Circular 5010.1D ([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by CILO, from the SFRTA.

CILO acknowledges that the federal requirements in this Article and throughout this Agreement are subject to change and agrees that the most recent requirements shall govern the Agreement at any particular time.

## **ARTICLE IX. GENERAL CONDITIONS**

**9.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**9.02 Assignment Prohibited.** CILO shall not assign, subgrant or transfer any Workscope activities without receiving the express written consent of the SFRTA. The SFRTA may condition such consent on compliance by CILO with terms and conditions specified by the SFRTA.

**9.03 Indemnification.** CILO assumes liability for and agrees to defend, indemnify and hold harmless the SFRTA, its officers, employees and agents from and against all losses, damages, expense, liability, claims, suits, or demands including, without limitation, attorney's fees,

arising out of, resulting from, or relating to the performance of the Grant Project by CILO or CILO's employees, agents or subcontractors.

- 9.04 Workscope Data.** CILO agrees that the results of the Workscope, the reports submitted, and any new information or technology that is developed with the assistance of this grant is in the public domain and may not be copyrighted or patented by CILO. CILO shall allow public access to all documents, records, reports or other material subject to the applicable provisions for Chapter 119 Florida Statutes, and made or received by CILO in connection with this Agreement. Failure of CILO to grant such public access may be grounds for termination of the Agreement by the SFRTA.
- 9.05 Nondiscrimination.** CILO shall agree to comply with all applicable laws relating to nondiscrimination and affirmative action. CILO agrees to not discriminate against employee, applicant for employment, or participant in the Workscope because of race, color, creed, religion, national origin, sex, marital status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- 9.06 Acknowledgement.** CILO shall appropriately acknowledge the grant assistance made by the SFRTA and the FTA under this agreement in any promotional materials, reports, and publications relating to the Workscope.
- 9.07 Compliance with Law; Obtaining Permits, Licenses, and Authorizations.** CILO agrees to conduct the Workscope in compliance with all applicable provisions of federal and state laws, rules or regulations. CILO is responsible for obtaining and complying with all federal or state permits, licenses, and authorizations necessary for performing the Workscope.
- 9.08 Incorporation of Exhibits.** All Exhibits attached to this Agreement will be deemed incorporated into this Agreement.

## **ARTICLE X. GENERAL FEDERAL REQUIREMENTS**

- 10.01 Federal Requirements.** The requirements in this Article X are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Agreement. If any requirement in this Article is inconsistent with a provision found elsewhere in this Agreement and is irreconcilable with such provision, the requirement in this Article shall prevail. When performing work or expanding funds for Project activities, CILO agrees to comply with all applicable terms and conditions referenced herein. **CILO acknowledges that the federal requirements in this Article X are subject to change and agrees that the most recent requirements shall govern this Agreement at any particular time.**
- 10.02 Incorporation of Specific Federal Requirements.** Specifically, and without limitation, CILO agrees to comply with the federal requirements set forth in **Exhibit E** and agrees to require, unless specifically exempted, CILOs (if authorized) and third party contractors at every tier to comply with the same. These requirements include, but are not limited to the following:

**Debarment and Suspension.** CILO agrees to comply, and assures the compliance of each CILO, lessee, or third party contractor at any tier, with Executive Order Nos. 12549 and 12689, *Debarment and Suspension* 31 U.S.C. § 6101 note, and U.S. DOT regulations, *Government-wide Debarment and Suspension (Nonprocurement)*, 49 C.F.R. Part 29. CILO agrees to and assures that its lessees and third party contractors will review the *excluded Parties Listing System* at <http://epls.gov/> before entering into any third party subagreement, lease or third party contract [U.S. DOT issued a new amendment to these regulations adopting the optional lower tier coverage for tiers lower than the first tier below a covered nonprocurement transaction]. See, 71 Fed. Reg. 62394, October 25, 2006.

**Integrity Certification.** By signing this Agreement, CILO certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. This certification is a material representation of fact upon which the SFRTA relies in entering this Agreement. If it is later determined that CILO knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. CILO shall provide to the SFRTA immediate written notice if at any time CILO learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**Certification of Restrictions on Lobbying Disclosure.** The provisions of this section apply only if the amount of this Agreement (including the value of any amendments thereto) is equal to, or exceeds \$100,000.

CILO certifies that no federal appropriated funds have been paid or will be paid by or on behalf of CILO for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement. The certification of this compliance (*Lobbying Restriction Certification*) submitted by CILO in connection with this project is incorporated in, and made a part of, this Agreement.

CILO further certifies that, if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the projects funded by the funds allocated to CILO in this Agreement, CILO shall complete and submit to the SFRTA, Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

CILO certifies that it will require that the language of this certification be included in the award documents for any subcontracts equal to or in excess of \$100,000 under this Agreement, and

that all subcontracts shall certify and disclose accordingly to CILO. All certifications and disclosures shall be forwarded to SFRTA by CILO.

The certifications referred to in this section (including the *Lobbying Restriction Certification* submitted by CILO in connection with this project and incorporated in, and made a part of, this Agreement) are material representations of fact upon which the SFRTA relies when this contract is made.

**10.03 Federal Certification and Assurances (C & A); Execution and Incorporation.** CILO agrees to comply with and to certify compliance with the current *Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C & A)* attached hereto and incorporated herein as **Exhibit F**. CILO must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed certification(s) as part of the execution of this Agreement. During the terms of this Agreement, CILO shall annually execute the most current C & A document and provide the same to the SFRTA.

**10.04 Compliance with Federal Requirements; Incorporation of Specific Documents by Reference.** CILO agrees to comply with all federal statutes, rules, FTA Circulars, Executive Orders, guidance, and other requirements that may be applicable to this grant. In particular, and without limitation, CILO agrees to comply with the terms and conditions of the following documents when performing work or expending funds for Workslope activities.

- *FTA Master Agreement* (<http://www.fta.dot.gov/documents/16-Master.pdf>)
- *Uniform, Administrative Requirements for Grants and Cooperative Agreement to State and Local Government*, 49 CFR Part 18  
([www.access.gpo.gov/nara/cfr/waisidx\\_98/49cfr18\\_98.html](http://www.access.gpo.gov/nara/cfr/waisidx_98/49cfr18_98.html))
- *Grant Management Requirements*, FTA Circular 5010.1D  
([http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8640.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8640.html))

The listed documents are incorporated by reference into this Agreement. Copies of these documents are available at the internet websites indicated or, upon request by CILO, from the SFRTA.

**10.05 Compliance with Federal Procurement Requirement.** CILO will comply with all applicable federal law, rule, and guidance relating to procurement including, without limitation, the provisions of *Third Party Contracting Requirements*, FTA Circular 4220.1F, which document is incorporated by reference into this agreement. A copy of this document is available at the FTA internet website, [http://www.fta.dot.gov/laws/circulars/leg\\_reg\\_8641.html](http://www.fta.dot.gov/laws/circulars/leg_reg_8641.html) or upon request by CILO, from the SFRTA. The *Federal Procurement Basics* is attached hereto as **Exhibit D** to provide CILO process for procurement under this Agreement.

**A. Certification of CILO's Procurement System.** CILO certifies that its procurement system complies with the standards described in the previous paragraph.

- B. The SFRTA Approval of Contracts.** CILO shall not execute any third party contract or otherwise enter into a binding agreement until it has first received written approval from the SFRTA Project Manager.
  
- C. Inclusion of Provisions in Lower Tier Contracts.** CILO agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this agreement including all applicable provisions of this Agreement.
  
- D. Disadvantaged Business Enterprise Requirements.** CILO agrees to comply with the requirements of 49 C.F.R. Part 26 and the SFRTA U.S. DOT approved Disadvantaged Business Enterprise (DBE) Requirements, which is attached to and incorporated into this Agreement as **Exhibit G**.

**10.06 No Federal Obligation.** This grant is financed by federal funds. However, payments to CILO will be made by the SFRTA. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FTA, or any representatives of the federal government makes the United States a party to this Agreement. CILO shall include this clause in any contracts or agreements under this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by both parties.

**COALITION FOR INDEPENDENT LIVING  
OPTIONS, INC.**

Date 11/5/09

By *Gregory Greer*

Approved as to form:

\_\_\_\_\_  
General Counsel

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

Date \_\_\_\_\_

By \_\_\_\_\_  
Chair

Approved as to form:

\_\_\_\_\_  
SFRTA General Counsel

**EXHIBITS LIST**

Exhibit A	FTA Grant Application
Exhibit B	Expense Reimbursement Form
Exhibit C	DBE Monthly Subcontractor Utilization Report
Exhibit D	FTA Master Agreement Section 15 Procurement
Exhibit E	Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
Exhibit F	Annual List of certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreement
Exhibit G	The SFRTA USDOT Approved Disadvantaged Business Enterprise Requirements
Exhibit H	FTA Master Agreement Section 8 Reporting, Record Retention and Access

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular

SECOND ONE-YEAR OPTION TO AGREEMENT No. 06-621  
WITH C2 GROUP, LLC  
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Second of Three One-Year Options to Agreement No. 06-621 between South Florida Regional Transportation Authority (SFRTA) and the C2 Group, LLC for federal legislative consultant services, to extend contract term through January 31, 2011, in the firm fixed price amount of One Hundred Forty Four Thousand Dollars (\$144,000) annually, Twelve Thousand Dollars(\$12,000) monthly, for a term of one year.

SUMMARY EXPLANATION AND BACKGROUND:

In December 2006, the Board approved Agreement No. 06-621 with C2 Group, LLC to provide legislative services for a period of two (2) years, with three (3) one (1) year renewal options. The second renewal option agreement was for \$144,000 annually.

The C2 Group, LLC provides extensive knowledge of federal government processes and experience in Washington; has first-hand experience in the transit industry and has extensive contacts with the Federal Transit Administration (FTA), Federal Railroad Administration (FRA), CSXT and Amtrak.

(Continued on Page 2)

Department: Executive  
Project Manager: Vicki Wooldridge

Department Director: Diane Hernandez Del Calvo  
Procurement Director: Chris Bross

FISCAL IMPACT: Funding in the amount of \$144,000 for this renewal is available in the Departments 09-10 Operating Budget

EXHIBITS ATTACHED: None

SECOND ONE-YEAR OPTION TO AGREEMENT No. 06-621  
WITH C2 GROUP, LLC  
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

Mr. John Cline of C2 Group, LLC was instrumental in securing the Full Funding Grant Agreement (FFGA) for the Double Track Corridor Improvement Program Segment 5 Project. The C2 Group assisted staff in securing annual federal appropriations as committed in the Full Funding Grant Agreement (FFGA) and also in securing authorization of the Segment 5 Project, Jupiter Corridor, Florida East Coast (FEC) Corridor and Scripps Corridor in the SAFETEA-LU Reauthorization Bill as well as the grant to pursue the Universal Automated Fare Collections System Smart Card Project.

As we approach the expiration of the current SAFETEA-LU and anticipate the introduction of the Reauthorization Bill, the C2 Group, LLC and Mr. John Cline will be instrumental in moving the SFRTA forward in both funding and policy.

Staff is recommending the approval of this second of three (3) one (1) year contract options.

SECOND ONE-YEAR OPTION TO AGREEMENT No. 06-621  
WITH C2 GROUP, LLC  
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

Recommended by: D. H. Delgado 12-3-09 Department Director Date  
Approved by: C. E. Z... 12/3/09 Contracts Director Date

Authorized by: Joe Gulotta 12-3-09 Executive Director Date  
Approved as to Form by: \_\_\_\_\_ General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
Alice N. Bravo	_____ Yes _____ No	Felix M. Lasarte	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Commissioner Kristen Jacobs	_____ Yes _____ No	F. Martin Perry	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No		

SECOND ONE-YEAR OPTION TO AGREEMENT No. 06-621  
WITH C2 GROUP, LLC  
FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

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Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Contracts Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by  \_\_\_\_\_ 11/19/09  
General Counsel      Date

Board Action:

Approved:     Yes     No

Vote:     Unanimous

Amended Motion:

Commissioner Bruno Barreiro     Yes     No  
Alice N. Bravo     Yes     No  
James A. Cummings     Yes     No  
Commissioner Kristen Jacobs     Yes     No  
Marie Horenburger     Yes     No

Commissioner Jeff Koons     Yes     No  
Felix M. Lasarte     Yes     No  
George A. Morgan, Jr.     Yes     No  
F. Martin Perry     Yes     No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular     Public Hearing

AMENDMENT #4 TO AGREEMENT NO. 09-002  
BOOZ ALLEN HAMILTON, INC.  
TECHNICAL AND PROCUREMENT SUPPORT RELATED TO  
THE UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

REQUESTED ACTION:

MOTION TO APPROVE Amendment No. 4 to Agreement No. 09-002, between the South Florida Regional Transportation Authority (SFRTA) and Booz Allen Hamilton, Inc. (BAH) for technical and procurement support of the Universal Automated Fare Collection (UAFC) System Procurement and Regional Smart Card program, in the maximum not-to-exceed amount of \$623,860, increasing the total not to exceed contract amount to \$ 1,471,993.

SUMMARY EXPLANATION AND BACKGROUND:

In August 2008, the Governing Board approved Agreement No. 09-002 between SFRTA and BAH for consulting services to support efforts to procure a fare collection system and plan a regional, multi-agency smart card program between SFRTA and Miami Dade Transit (MDT).

On April 24, 2009, the First Amendment to the Agreement was executed to extend the period of performance to twelve months at no additional cost.

On August 10, 2009 a Second Amendment to the Agreement was executed to add scope of services for assistance with interim MDT Easy Card Transition Period, Continuation of Procurement Support and for Participation Agreement Negotiation Support in the not to exceed amount of \$24,972.00

(Continued page 2)

Department: Executive  
Project Manager: Renee Matthews

Department Director: Jack Stephens  
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding for Amendment No 4. is available in the FY 2009-10 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – Amendment No.4

AMENDMENT #4 TO AGREEMENT NO. 09-002  
BOOZ ALLEN HAMILTON, INC.  
TECHNICAL AND PROCUREMENT SUPPORT RELATED TO  
THE UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

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SUMMARY EXPLANATION AND BACKGROUND (Contd.):

The Third Amendment added scope of services for the development of interagency operating procedures, evaluation of fare policy alternatives and development of a communication plan for public outreach efforts to support the establishment of a regional fare card program between SFRTA and MDT. It extended the period of performance to twenty-four months for the not to exceed amount of \$449,559.00

The Fourth Amendment will be for technical support and program management of the automated fare collection system project. Booz Allen Hamilton, Inc. (BAH) will provide project support to assist in design, inspection, testing, system integration and installation of the equipment. The period of performance is nineteen (19) months with a not to exceed amount \$623,860.



AMENDMENT #4 AGREEMENT NO. 09-002  
BOOZ ALLEN HAMILTON, INC.  
TECHNICAL SERVICES AND PROCUREMENT SUPPORT RELATED TO  
THE UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

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Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Contracts Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by:  12/2/09  
General Counsel      Date

Board Action:

Approved:     Yes     No

Vote:         Unanimous

Amended Motion:

Commissioner Bruno Barreiro     Yes     No  
Alice N. Bravo                         Yes     No  
James A. Cummings                 Yes     No  
Commissioner Kristin Jacobs       Yes     No  
Marie Horenburger                  Yes     No

Commissioner Jeff Koons     Yes     No  
Felix M. Lasarte                     Yes     No  
George A. Morgan, Jr.             Yes     No  
F. Martin Perry                      Yes     No

**FOURTH AMENDMENT TO AGREEMENT NO. 09-002**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**BOOZ ALLEN HAMILTON, INC.**

FOR

**TECHNICAL SERVICES AND PROJECT MANAGEMENT RELATED TO  
THE AUTOMATED FARE COLLECTION SYSTEM**

This is a Fourth Amendment to the Agreement for Technical Services and Project Management Related to the Automated Fare Collection System between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **BOOZ ALLEN HAMILTON, INC.**, hereinafter referred to as “**CONSULTANT**”.

**WHEREAS**, on August 22, 2008, **CONSULTANT** and **SFRTA** entered into a nine month Agreement hereinafter referred to as “Agreement” with a not to exceed price of \$373,602.00 for technical services and procurement support; and

**WHEREAS**, on April 24, 2009, the First Amendment to the Agreement between **CONSULTANT** and **SFRTA** was executed to extend the period of performance to twelve months at no additional cost; and

**WHEREAS**, on August 10, 2009 the Second Amendment to the Agreement between **CONSULTANT** and **SFRTA** was executed to add scope of services for assistance with interim MDT Easy Card Transition Period, Continuation of Procurement Support and for Participation Agreement Negotiation Support in the not to exceed amount of \$24,972.00; and

**WHEREAS**, on August 28, 2009 the Third Amendment to the Agreement between **CONSULTANT** and **SFRTA** to add scope of services for assistance with Project Management, Inter-Agency Operating Agreements, Strategic Planning and Customer Outreach and to extend the period of performance to twenty-four months for the not to exceed amount of \$449,559; and

**WHEREAS**, **SFRTA** now wishes to amend the Agreement to add scope of services as detailed in Attachment A incorporated herein, and to extend the period of performance an additional nineteen (19) months for the not to exceed amount of \$623,860.; **NOW THEREFORE:**

**IN CONSIDERATION** of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. **NEGOTIATED SCOPE OF SERVICES** to Agreement 09-002, is amended to include the additional services as follows:
  - Scope of Services for Technical Services and Project Management Related to the Automated Fare Collection System is incorporated herein by reference and attached as Attachment "A".
  
2. **TERM**, is amended to read as follows:
  - CONSULTANT shall perform the services described in the Scope of Services as directed by the Project Manager. The period of performance shall be ~~Nine Twelve Twenty-Four~~ Forty Three Months from Notice to Proceed.
  
3. **COMPENSATION**, is amended to read as follows:
  - SFRTA agrees to pay the CONSULTANT as specified in the General Terms & Conditions the total not-to-exceed amount of ~~Three Hundred Seventy Three Thousand Six Hundred Two Dollars (\$373,602.00) Three Hundred Ninety Eight Thousand Five Hundred Seventy Four Dollars (\$398,574.00) Eight Hundred Forty Eight Thousand One Hundred Thirty Three Dollars (\$848,133)~~ One Million Four Hundred Seventy One Thousand Nine Hundred Ninety Three Dollars (\$1,471,993).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Fourth Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **BOOZ ALLEN HAMILTON, INC.**, signing by and through its \_\_\_\_\_, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2009.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
JOSEPH GIULIETTI  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
COMMISSIONER JOHN F. KOONS.,  
CHAIR

\_\_\_\_ DAY OF \_\_\_\_\_, 2009

(SFRTA SEAL)

Approved as to form by:

\_\_\_\_\_  
Procurement Department

\_\_\_\_\_  
GREENBERG TRAURIG, P.A.  
General Counsel, SFRTA

ATTEST:

CONSULTANT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BOOZ ALLEN HAMILTON, INC.

(Corporate Seal)

\_\_\_\_ DAY OF \_\_\_\_\_, 2009

**AMENDMENT 4 SCOPE OF SERVICES**

1. Program Management
2. Document Control
3. Contract Data Requirements Monitoring
4. Acceptance Testing
5. Operational Readiness Support
6. Contract Closeout Support

**Schedule**

- For planning purposes, our Part 2 proposal is based on the following key milestones.

SFRTA's AFCS Contractor (Cubic) Event	Calendar Days from NTP	Planned Dates (TBD)
Notice to Proceed (NTP)	0	
Project Management Plan (PMP)	14 days	
QA/QC Plan (QAP)	30 days	
Preliminary Design Review (PDR)	45 days	
Final Design Review (FDR)	105 days	
First Article Configuration Inspection (FACI) – Complete	75 days	
First Article Testing (FAT) - Complete	240 days	
System Integration Testing (SIT) & Regional SIT (RSIT) - Complete	300 days	
Training – Start	270 days	
Install Equipment – Start	310 days	
Acceptance Testing - Start	285 days	
Installation Inspection Acceptance Tests (IAT) - Complete	485 days	
Contract Close-out	575 days	

**Assumptions**

This scope of work is based on the base Contract with the AFCS vendor. Should SFRTA engage in additional options to that Contract, then Booz Allen and SFRTA will scope and cost additional support as required.

**Scope of Work (SOW)**

**1.0 Program Management**

**Management Approach**

Booz Allen will propose a project manager for approval by the SFRTA who will be responsible for coordinating all tasks under this contract. The Project Management aspects will include:

1. Provide general oversight of Booz Allen and subcontractor staff for authorized tasks
2. Project Assistance
3. Progress Payment Review
4. Generating monthly reports that detail:
  - a. Goals
  - b. Completed Tasks
  - c. Open Issues
  - d. Remaining budget

*Our management approach is organized into three stages:*

- Preliminary Activities
- Project Startup
- Ongoing Project Administration

### **Preliminary Activities**

*The first element of the Project Management Plan is the project management matrix regarding the potential Contractor. The matrix will be based on the corresponding proposed System Specification and Contract, and will reference commitments made in the Contractor's proposals, which in this case includes, but is not limited to the Technical Specification. The matrix will be sorted by category, such as inspection and testing, payment, and DBE reporting. It will briefly identify the nature of the action(s) required, and the timing requirements. Putting these elements into place prior to vendor contract award will allow the project to move more quickly into development and production as SFRTA moves forward with a vendor contract.*

### **Project Startup**

*As part of the Project Management Plan, Booz Allen will develop a strategy for interaction with the fare system vendor. The following will be identified:*

- Role of SFRTA's Project Manager
- Role of Contractor's Project Manager
- Communication protocol for all participants
- Single point of contact for SFRTA and Contractor
- Formal communication by letter
- E-mail limitations (if desired)
- Appropriate contact between Contractor and SFRTA's consultants
- Dispute-resolution process
- Areas where SFRTA approval is required
- Areas where no SFRTA involvement is required
- Role of SFRTA's consulting team
- Participants and functions for regular project committees
- Initial phase meeting schedule and participants

### **Ongoing Project Administration**

*The basis for Booz Allen's ongoing management assistance will be the Project Management Matrix. Frequent reference to the matrix will form the checklist for active project management. A standardized approach to reviewing the Contractor's compliance status will be developed at recommended monthly meetings and a written update will be developed.*

*An important aspect of this task is preparing correspondence for SFRTA in response to fare system related requests and issues. Booz Allen will assist SFRTA in developing the appropriate response to all fare system related correspondence. Booz Allen will provide support in interpreting the specification and in drafting correspondence for SFRTA's review and approval.*

### **Project Assistance**

*Booz Allen will provide the SFRTA PM with on-site, local area and remote project management and administration support to assist with the following:*

- 1. Draft contract letters*
- 2. Support project administration*
- 3. Coordinate internal SFRTA project activities including managing the work to be performed on Marketing the new AFCS system under the Contractor's contract.*
- 4. Administer the eShare document management system*

### **Contract Management**

*As necessary, Booz Allen will support SFRTA in the change-order evaluation and settlement process. Booz Allen will work with SFRTA project staff to make the determination based upon the contract scope and provision.*

*Once it has been determined that the Contractor has been affected by an event for which a time extension and/or additional compensation is provided under the contract, Booz Allen will support SFRTA in the change order evaluation and settlement process, including the review of design drawings and principles.*

*Prior to receiving the Contractor's cost proposal, Booz Allen will prepare an independent cost/credit estimate. Booz Allen then will analyze the Contractor's cost proposal using our independent estimate as a reference. Booz Allen will also perform a schedule analysis to determine the effects of changes in milestone deadlines on the overall implementation schedule. Booz Allen will assist SFRTA in negotiations with the Contractor throughout the change order process.*

### **Conformed Specification**

*Booz Allen will conform the latest SFRTA AFCS specification to the modifications that result from final negotiations between SFRTA and Contractor and/or final design reviews.*

*The following shall serve as reference for conforming the specification:*

- Negotiation meeting materials*
- Decisions made prior to- or during- Design Reviews*

**Deliverables (Project Management):**

- Project Management Plan with Matrix
- Spend Plan
- Monthly Progress Report (ongoing)
- Implementation Plan Recommendations
- Program Schedule
- Register of potential, pending, and executed change orders
- Engineers estimates
- Conformed AFCS Specifications (electronic and hard copy)
- Weekly project assistance support

**2.0 Document Control (eShare)**

Booz Allen will provide a secure document management system that will include project documents such as Contractor submittals, document review comments, contract letters, etc. This will be accomplished through an “eShare” site set up by Booz Allen. We will manage the site and post all documents.

**Document Types To Be Stored**

*Booz Allen will store contract documents and contract financial information in the categories shown below.*

Type	Example
Correspondence	Incoming Outgoing Internal External
Contract Deliverables	Contractor Deliverables (CDRLs) Design Review Comments & Master Resolution List Drawings Test Procedures
Meetings & Actions	Meetings Action Items
Contract Changes	Change Notices Change Orders Requests for Change Order (RFCO) Requests for Information (RFI) Potential Claims
Contract Payments	Invoices Payment Applications
Miscellaneous	Miscellaneous Contacts Miscellaneous Documents
Contract Information	Configurable lists for each contract including CDRL list, suppliers list, DBE list, subject file list, drawing type list, team members list, design review items list, line item list, and contract variables

*Upon receipt of correspondence, the Booz Allen team document control administrator will log the correspondence into the database and then perform any of the following actions:*

- Upload files (i.e., electronic versions of the correspondence and attachments),
- Assign a responsible party (i.e., team member responsible for responding to the correspondence),
- Reference an existing record (i.e., another correspondence in the database, a CDRL already delivered, meeting minutes already logged, etc.).

### **Design Review Tracking**

*The eShare site will complement the design review process by allowing quick access to CDRLs, design review comments on those deliverables, and the Master Resolution List (MRL) for all CDRLs.*

### **Access to eShare**

*The eShare site is a secure Web site accessed by user name and password.*

#### **Deliverables (Document Control):**

- eShare document management system

## **3.0 Contract Data Requirements Monitoring**

### **Design Review Support**

*This Contract's design phase will include Preliminary Design Review (PDR) and Final Design Review (FDR). The status of each design review submittal will be tracked by our Team using a MRL. To facilitate the process, each design milestone consists of a series of meetings, with full documentation of decisions, direction, and agreements. Exhibit 3.1 depicts the projected scope and sequence of the design review process.*

*Booz Allen will assist SFRTA with each design review to determine if the Contractor submittals meet the requirements of the Contract. The minimum submittals that will be provided consist of the Contract Deliverables Requirement List (CDRL) Design Review Packages of PDR and FDR. Through eShare, Booz Allen will track the CDRL status of the CDRL using the MRL.*

### Exhibit 3.1-Design Review Process

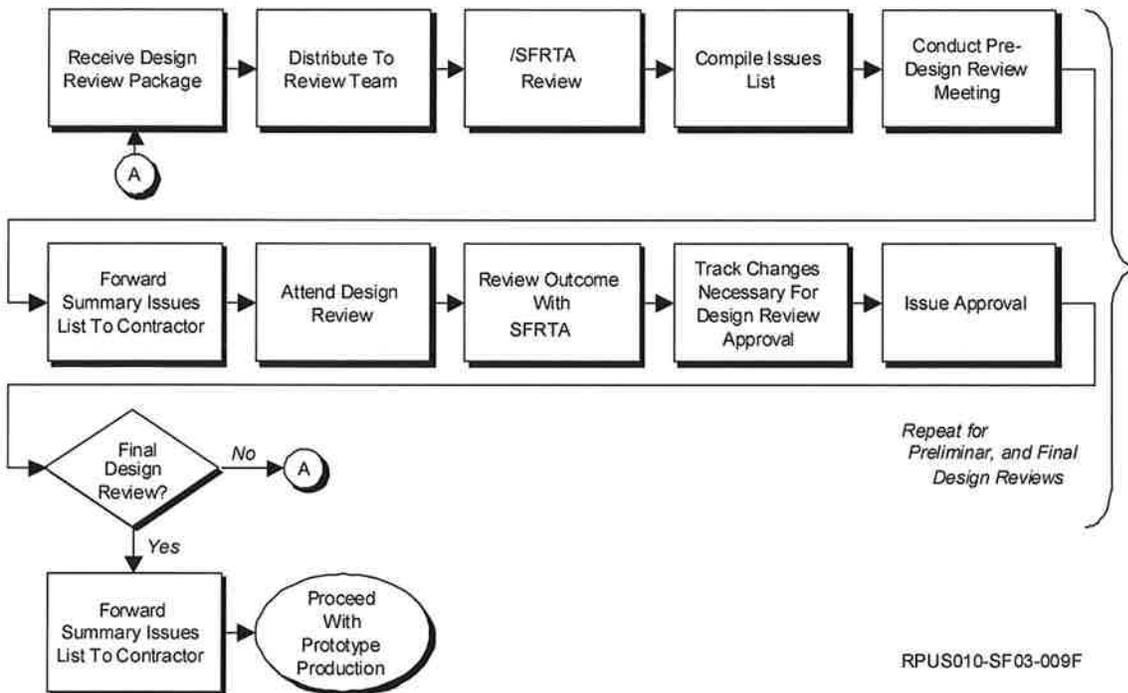


Exhibit 3.1. provides Booz Allen's approach to the design review process. Issues generated are consolidated into the MRL and discussed during a pre-design review meeting with SFRTA to establish a position on the issues prior to meeting with the Contractor. Once consensus is reached, the MRL representing SFRTA's position is provided to the Contractor at least one or two weeks prior to the scheduled design review meeting. After the design review meeting, open Issues that were resolved during the meeting are updated in the MRL as "closed." Any new open issues that were generated during the design review are entered into the tracking system and a revised MRL is provided to the Contractor.

To streamline the design review process, we will focus our team's review on those deliverables dealing with initial requirements definition and important interfaces. All documents will be distributed to SFRTA's team, however, not all documents will need a detailed review by the consultant team.

#### **Deliverables (CDRL):**

- CDRLs index file and current status integrated with the eShare document control system
- Master Resolution List

#### **4.0 Acceptance Testing**

The acceptance testing program is expected to consist of the following:

- First Article Configuration Inspection (FACI)
- Device Software (functional) Acceptance Testing (SAT)
- System Integration Testing (SIT)
- Installation Acceptance Testing (IAT)
- Settling Period and Acceptance Testing

Booz Allen will review and approve Contractor-provided test plans and step-by-step procedures to assure that each test can be confirmed at a high level of confidence and that the Contractor's testing programs comply with requirements set forth in the AFCS Contract.

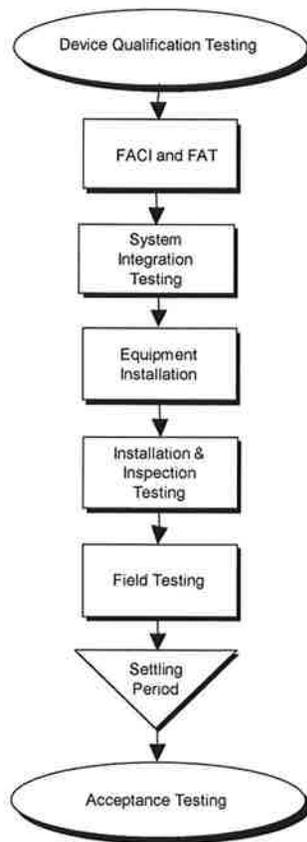
The type of inspections and tests to be conducted and the relationship between the pre-implementation and post-implementation inspections and tests according to the Vendor Contract are shown in Exhibit 4.1. The activities that will be conducted during testing include:

- Validating the conditions and confirming procedures prior to beginning the test
- Witnessing and validating the test performance
- Noting variances and determining success or failure based on approved test procedures after the test is completed.

Each Inspection and Test Report provided by the Contractor will be reviewed and evaluated against the success criteria defined in the Inspection and Test Procedures. In the event of disapproval or partial disapproval of test results, reasons for disapproval of the inspection or test, including identification of limited re-test requirements, will be provided.

Booz Allen will produce a report at the conclusion of each test witnessed. The reports will indicate equipment performance, recommendations, and any open issues that require follow-up. The status of each inspection and test, and its associated documentation and comments, will be included on eShare.

### Exhibit 4.1-Testing Process



**Deliverables (Acceptance Testing):**

- Review of Contractor's Test Plans and Procedures
- First Article Inspection (Factory Inspection) Reports
- Production Progress Reports
- Test Witnessing Reports

**5.0 Operational Readiness Support**

*Installation activities for the AFCS project consist of site preparation, hardware installation (AFCS devices and data communications infrastructure) and software components. To expedite the installation process and avoid claims by the Contractor, our focus will be to coordinate with the Contractor and SFRTA to anticipate and resolve issues before they arise.*

*One of the key indicators of installation readiness is the completion of SIT. The purpose of completing SIT before installation is to minimize post-installation changes and field upgrades. The primary activities of our approach are as follows:*

- Review site plans and conduct site visits
- Review manufacturer interface requirements and provide technical support to resolve differences
- Assist SFRTA with planning and acquisition of the Contractor-recommended network requirements, e.g. telecommunication lines at each station
- Assist SFRTA with testing and integration of hand helds
  - Reconcile variances between Contractor and SFRTA in implementation work
  - Coordinate the schedule for inspection, installation, and initialization
  - Evaluate and oversee the installation work by the Contractor; tracking punch-list items through completion. Provide verification of compliance to specification.
  - Oversee installation inspection

**Deliverables (Operational Readiness Support):**

- Installation requirements descriptions to Contractor
- Records of equipment installation and commissioning
- Punch list items
- Schedule for inspection, installation and initialization of new equipment
- Record of installation-related activities

**6.0 Contract Closeout Support**

*After the AFCS implementation, Booz Allen will also conduct a project closure process where we transfer contract documents, lessons learned, and performance follow-ups to SFRTA to ensure that the complete knowledge base is maintained centrally with the client.*

*Components of Booz Allen's approach to supporting contract closeout include:*

- Retention of intellectual capital generated throughout project
- Transfer of files and records
- Recommendation on punchlist items
- Recommendation on settlement of claims

*A sample top-level Project Closeout Planning "diary" is provided in Exhibit 6.1. This is a tool Booz Allen uses to track contract status as it comes to a close.*

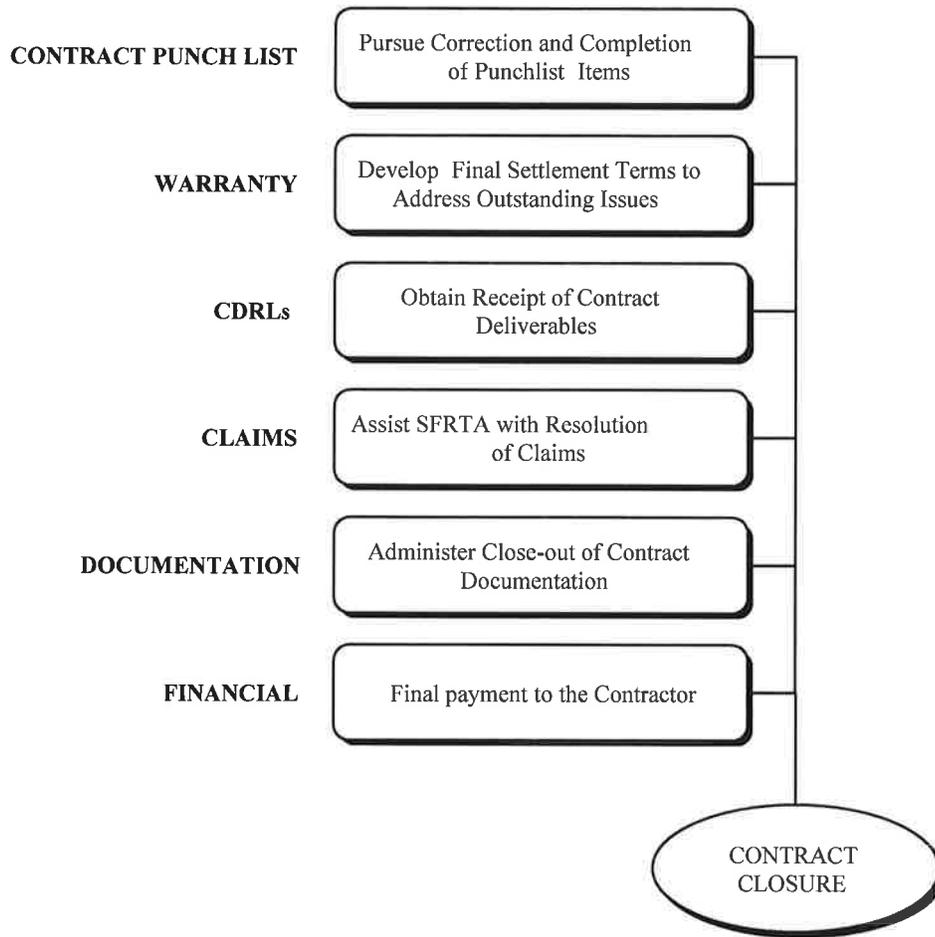
*Exhibit 6.2 portrays the process for Booz Allen's support of contract closeout of the SFRTA modern fare collection system from punchlist items through final payments to the Contractor. Booz Allen will support closure of open issues and establish a plan to resolve any long-term items. Warranty paperwork will be cleared and compiled, and AFCS spare parts and consumable items will be transferred to SFRTA. The CDRLs will be satisfied by ensuring that SFRTA have received all required equipment, drawings, documents, manuals, software code, test fixtures, etc.*

*The key to contract closeout is in successful system acceptance and warranty compliance for the AFCS. The result will be a reliable integrated system solution that will satisfy and benefit SFRTA and its customers for years to come.*

***Deliverables (Contract Close Out Support):***

- All electronic and paper files related to the SFRTA AFCS project organized, indexed and delivered within three months after system acceptance by SFRTA of the AFCS.
- SFRTA Warranty process, procedures and requirements guidelines

### Exhibit 6.1-Support Contract Closeout



RPUS010-SF03-014F

## Exhibit 6.2-Sample Project Closeout Plan

Last TVM acceptance:	September 2002
Last TVM out of warranty:	September 2004 (for all but special systems/extensions)
Last Farebox acceptance:	July 2002
Last Farebox out of warranty:	August 2004

FINANCE		
Reconcile Percent Items (Meiman, Scherb)	Summer 2002	Progressing. Discussions with Mr. xyz.
Reconcile parts warranty & swap lists (King, Otis)	Fall 2002	Progressing. Mtgs every other Friday
ADMINISTRATION		
Manuals – updating process, actions closed (Lozano, Simon)		Progressing -Tracking final reviews & reconciling ECPs
CDRL verification (Eyer, Gonzales, Simon)	Fall 2002	Not started. Begin with identification & index.
Closeout of letters (Gonzales, Simon)	Fall 2002	Not started
Contract Releases (TBD, Simon)	Visit mid-summer	
Payments (Guerin, Simon)	Fall 2002	Not started.
History Books (Madrigal, Kiefer, Crist, Sewchok)	XX	Not started
Sales Tax Reconciliation (Presley, Dukowich, Bill Croyle)		Closed as of Feb 2002. Reopened, Guerin reconciling
Compliance – FTA closeout audit? (Grivois?, XXXXX)		Not started
Spare parts (Noecker, Simon)	XX	Progressing. Ready to order WD5R1 & WD9 Need to firm up due dates for parts.
ENGINEERING		
Drawings – file audit (Eyer, Johnston, Kolesar)	Fall 2002	Not started
Drawings – final set, deliverables (Johnston, Kolesar)	Fall 2002	Not started
Engineering Open issues list (LaGuardia, Kolesar)	March 2002	
Buy Acceptance Test fixtures (LaGuardia, Kolesar)	Spring 2002	Contractor XYZ – Please provide a list and quote.
Test equipment (LaGuardia, Kolesar)	XX	Not started
VEHICLES		
Configuration – FCN database closed out (Baylis, Simon, Sewchok)	Fall 2004	Progressing. Ed/Fred reconciling.
Warranty mgmt – Warranty database closed, (Madrigal, Noecker)	XX	
Warranty inspection (Madrigal)	Through Fall 2004	
Qual. Test completed / passed (LaGuardia, Strohl)	XX	Not started
PLANT – FACILITIES		
Production Ramp down – parts, etc. (Garnham, Madrigal)		Parts mtg, every Wed. Morning.
Transfer of Assets (Presley, Wenger, Garnham, Simon)	Fall 2002	Preliminary asset list...
Tooling – from where, to where, care & feeding (Johnston, Wenger)		Preliminary tooling list...
Residual Spares Plan (Johnston, Matvey)	XX	Not started
Car 1833, Production #440 (Madrigal, Garnham)		
Files & Documents - to BART archive (Kiefer, Marlais, Weber)		Not started
STAFF TRANSITION PLAN		
Inspectors – Who leaves when? (Presley)	COMPLETE	Complete
Client ABC (Presley)		Complete
TRANSFER OF KNOWLEDGE		
Lessons learned (Project team / LaBonte / Margro)	Fall 2002	Session held on March 12, report in progress.
Performance follow-ups; Achilles heels	Fall 2002	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular     Public Hearing

SECOND AMENDMENT TO AGREEMENT NO. 08-004  
LIMOUSINES OF SOUTH FLORIDA, INC.  
BUS TRANSPORTATION FOR TWO LOCAL PUBLIC SPECIAL EVENTS

REQUESTED ACTION:

MOTION TO APPROVE: Second Amendment to Agreement No. 08-004 between the South Florida Regional Transportation Authority (SFRTA) and Limousines of South Florida, Inc. to increase the compensation amount in the not-to-exceed amount of \$29,000.00 for shuttle bus services to the NFL Pro Bowl and Super Bowl.

SUMMARY EXPLANATION AND BACKGROUND:

South Florida is scheduled to host two events of national significance in the next few months, the Pro Bowl on January 31, 2010 and the Super Bowl on February 7, 2010. These events will bring thousands of visitors to the entire region and are predicted to generate millions of dollars in revenue for the area. It is anticipated that ticket holders will come from Palm Beach and Broward Counties. Historically, public transportation has played a key role in moving people to and from these types of sporting events. At the October 16, 2009 Governing Board Meeting the Board approved going forward with providing train and connecting bus service to both events. As a result, SFRTA will provide transportation from the Golden Glades Tri-Rail Station to LandShark Stadium in Miami for the special events.

Staff recommends the approval of the Second Amendment to Agreement No 08-004 to increase the not-to-exceed amount of the Agreement with an additional \$29,000.00 to provide bus services to and from the Tri-Rail Station for the NFL Pro Bowl and Super Bowl.

Department: Operations  
Project Manager: James DeVaughn

Department Director: Bradley Barkman  
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in the FY 09/10 Operating Budget

EXHIBITS ATTACHED: Exhibit 1 – Second Amendment to Agreement 08-004

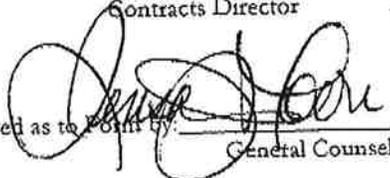


SECOND AMENDMENT TO AGREEMENT NO. 08-004  
LIMOUSINES OF SOUTH FLORIDA, INC.  
BUS TRANSPORTATION FOR TWO LOCAL PUBLIC SPECIAL EVENTS

Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Contracts Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to Form by:  \_\_\_\_\_ 12/2/09  
General Counsel      Date

Board Action:

Approved:     Yes     No

Vote:     Unanimous

Amended Motion:

Commissioner Bruno Barreiro     Yes     No  
Alice N. Bravo, P.E.     Yes     No  
James A. Cummings     Yes     No  
Marie Horenburger     Yes     No  
Commissioner Kristin Jacobs     Yes     No

Commissioner Jeff Koons     Yes     No  
Felix M. Lasarte     Yes     No  
George A. Morgan, Jr.     Yes     No  
F. Martin Perry     Yes     No



SECOND AMENDMENT TO AGREEMENT NO. 08-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

LIMOUSINES OF SOUTH FLORIDA, INC.

FOR

OPERATING SERVICES FOR  
SFRTA'S SHUTTLE BUS SYSTEM

**SECOND AMENDMENT TO AGREEMENT NO. 08-004**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**LIMOUSINES OF SOUTH FLORIDA, INC.**

FOR

**OPERATING SERVICES FOR SFRTA'S SHUTTLE BUS SYSTEM**

This is a Second Amendment to the Agreement for Operating Services for SFRTA's Shuttle Bus System between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, hereinafter referred to as "**SFRTA**" and **LIMOUSINES OF SOUTH FLORIDA, INC.**, hereinafter referred to as "**CONTRACTOR**".

**WHEREAS**, on December 12, 2008, **SFRTA** and **CONTRACTOR** entered into a seven year Agreement, hereinafter referred to as "Agreement", in the maximum not-to-exceed amount of \$21,959,082.00; and

**WHEREAS**, on December 31, 2008, the First Amendment to the Agreement between **CONTRACTOR** and **SFRTA** was executed to remove the requirement for specialty equipment on the airport shuttle bus route. As a result of the change, the Amendment also reduced the maximum not-to-exceed amount of the Agreement by \$1,016,040.00; and

**WHEREAS**, with the upcoming NFL Pro Bowl and Super Bowl taking place in South Florida, **SFRTA** will be running train service and connecting bus service. **SFRTA** now wishes to amend the agreement with an additional not-to-exceed \$29,000.00 for shuttle bus service from the Tri-Rail station to the stadium for both events; **NOW THEREFORE:**

**IN CONSIDERATION** of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. **COMPENSATION** is amended to read as follows:

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of ~~Twenty Million Nine Hundred Forty Three Thousand Forty-two Dollars (\$20,943,042.00)~~ Twenty Million Nine Hundred Seventy Two Thousand Forty-two Dollars (\$20,972,042.00).

2. The **PRICE PROPOSAL FORM** is amended to include the following:

Type of Service	Estimated Hours		Hourly Rate		Estimated Cost
<u>Large Bus (45 or more maximum seated passengers) for service to NFL Pro Bowl and Super Bowl</u>	<u>200</u>	x	<u>\$145.00</u>	=	<u>\$29,000.00</u>

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Second Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment to the Agreement on the respective date under each signature: **LIMOUSINES OF SOUTH FLORIDA, INC.**, signing by and through its \_\_\_\_\_, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
JOSEPH GIULIETTI  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
COMMISSIONER JOHN F. KOONS, CHAIR

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

(SFRTA SEAL)

Approved as to form by:

\_\_\_\_\_  
CHRIS BROSS, Director  
Procurement

\_\_\_\_\_  
GREENBERG TRAURIG, P.A.  
General Counsel, SFRTA

ATTEST:

LIMOUSINES OF SOUTH FLORIDA, INC.

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_  
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent  Regular

FIRST AMENDMENT TO INTERLOCAL FUNDING AGREEMENT  
WITH THE CITY OF BOCA RATON  
FOR SHUTTLE BUS SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to Interlocal Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton, to renew the Shuttle Bus Funding Agreement for one additional year through January 1, 2011, with the City of Boca Raton compensating SFRTA in the maximum not to exceed amount of \$227,252.

SUMMARY EXPLANATION AND BACKGROUND:

On February 27, 2009, the SFRTA Governing Board approved an Interlocal Funding Agreement between the South Florida Regional Transportation Authority (SFRTA) and the City of Boca Raton, with the City of Boca Raton compensating SFRTA in the maximum not to exceed amount of \$161,719 for shuttle bus services. SFRTA has a separate agreement with Palm Tran to provide the shuttle bus service between the Boca Raton Tri-Rail Station, Florida Atlantic University (FAU), Palm Beach Community College (PBCC) campuses, and Federal Highway.

The First Amendment to the Interlocal Funding Agreement will extend the agreement through January 1, 2011 and provide funding to SFRTA in the maximum not to exceed amount of \$227,252 for the Boca Raton bus route.

Department: Operations  
Project Manager: James De Vaughn

Department Director: Bradley Barkman  
Contracts Director: Christopher Bross

FISCAL IMPACT: Funding provided to SFRTA in the amount of \$227,252

EXHIBITS ATTACHED: Exhibit 1 – First Amendment to Interlocal Funding Agreement

FIRST AMENDMENT TO INTERLOCAL FUNDING AGREEMENT  
WITH THE CITY OF BOCA RATON  
FOR SHUTTLE BUS SERVICES

Recommended by: B Barkman 12/3/09  
Department Director Date

Approved by: CEZ 12/3/09  
Contracts Director Date

Authorized by: J Grubbs 12/3/09  
Executive Director Date

Approved as to Form by: Deery 12/2/09  
Staff Counsel Date

Board Action:

Approved:  Yes  No

Vote:  Unanimous

Amended Motion:

Commissioner Bruno Barreiro  Yes  No

Alice N. Bravo, P.E.  Yes  No

James A. Cummings  Yes  No

Marie Horenburger  Yes  No

Commissioner Kristin Jacobs  Yes  No

Commissioner Jeff Koons  Yes  No

Felix M. Lasarte  Yes  No

George A. Morgan, Jr.  Yes  No

F. Martin Perry  Yes  No

**FIRST AMENDMENT TO  
INTERLOCAL FUNDING AGREEMENT**

Between

**THE CITY OF BOCA RATON**

And

**THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

For

**THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL  
STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH  
COMMUNITY COLLEGE (PBCC) CAMPUSES, AND FEDERAL HIGHWAY**

**THIS AMENDMENT TO THE FUNDING AGREEMENT** is being entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33<sup>rd</sup> St, Suite 100, Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the CITY OF BOCA RATON (hereinafter referred to as "CITY").

WITNESSETH:

**WHEREAS**, SFRTA and the Board of County Commissioners of Palm Beach County Funding Agreement R2009 0688, a copy of which is attached hereto in Attachment 1, and made a part hereof for the purposes of continuing a demonstration project to provide funding for service between the Boca Raton Tri-Rail station, Palm Beach Community College (PBCC), and the Florida Atlantic University (FAU) campuses; and

**WHEREAS**, on February 2, 2009, the CITY and SFRTA entered into an agreement, a copy of which is attached hereto as Attachment 2, for the purposes of providing funding for the continuation of bus service between the Boca Raton Tri-Rail Station, PBCC, and FAU; and

**WHEREAS**, the CITY and SFRTA desires to amend the Agreement and exercise the option to renew the term of the Agreement for one (1) additional year, obligating itself to contribute to the cost of funding the bus service; and

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, SFRTA and the CITY agree as follows:

1. The statements set forth in the Preamble of this First Amendment are true and correct and made a part of this Amendment.

2. Parties agree that Article 2, Section 2.1 of the Agreement is amended to provide as follows:

#### ARTICLE 2- TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by the parties. The parties acknowledge that the bus service contemplated under the Agreement commenced on January 3, 2009. The parties acknowledge that the bus service contemplated hereunder has been provided through January 2, 2010, and that the term of this Agreement shall continue for an additional one (1) year, less two (2) days, commencing on January 3, 2010 and continuing through January 1, 2011.

3. Parties agree that Article 3, Sections 3.1 and 3.2 of the Agreement are amended to provide as follows:

#### ARTICLE 3 - COMPENSATION

3.1 The **CITY** shall provide payment to **SFRTA** at a rate of \$65.50 per revenue hour for the provision of Bus Service in accordance with Attachment 1 under this Agreement.

3.2 **SFRTA** shall receive payment from the **CITY**, in an amount not to exceed \$227,252 for the Bus Service hours provided within ninety (90) days from the date of the execution by each party to execution agreement and the reconciliation of the project funding provided in 2009.

4. The preparation of this Amendment has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

5. All of the provisions of the Agreement, except as amended herein, are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chairperson, duly authorized to execute same, and the **CITY OF BOCA RATON** signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

**CITY OF BOCA RATON**

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

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

Name: Susan Whelchel

Title: Mayor

\_\_\_\_\_  
City Clerk

Approved as to Form and Legal Sufficiency:

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

City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

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

Chairperson

\_\_\_\_\_  
Executive Director

(Affirm Corporate Seal)

(Seal)

Approved as to Form and Legal Sufficiency:

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

General Council

Approved by City Council on \_\_\_\_\_, 2009, Item # \_

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

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Consent     Regular

AGREEMENT NO. 10-004  
MBR CONSTRUCTION, INC.  
CONSTRUCTION SERVICES FOR  
CYPRESS CREEK STATION WEST PARKING LOT

REQUESTED ACTION:

MOTION TO APPROVE: Agreement No. 10-1004 between South Florida Regional Transportation Authority (SFRTA) and MBR Construction, Inc. for Construction Services for Construction of the Cypress Creek West Parking Lot in the amount of \$1,396,000.00.

SUMMARY EXPLANATION AND BACKGROUND: SFRTA owns 5.81 acres of land located approximately 900 feet south of Cypress Creek Road approximately ¼ mile east of Powerline Road in Fort Lauderdale, adjacent to the Cypress Creek Tri-Rail Station. The vacant site will be converted to an at-grade Park-n-Ride Facility that includes a pedestrian canopy to support the Cypress Creek Station activities. The current parking facility which is owned by Florida Department of Transportation (FDOT) is located to the east of Andrews Avenue and is a considerable distance away from the station. On October 23, 2009, the SFRTA began advertising an Invitation to Bid (ITB) for the Cypress Creek Park-N-Ride Lot. Solicitation documents were made available on October 27, 2009 and a Pre-Bid Conference was held on November 4, 2006. On December 1, 2009, SFRTA received twenty-one (21) bids. The lowest responsive bid was received from MBR Construction, Inc. Staff performed a verification of the bid submittal for MBR Construction, Inc. and determined MBR Construction, Inc. to be the lowest responsive and responsible Bidder.

Department: Engineering & Construction  
Project Manager: Michael Lulo

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding for this amount is available in the SFRTA FY 2009-10 Capital Budget.

EXHIBITS ATTACHED: Exhibit 1 – Agreement No. 10-004.

AGREEMENT NO. 10-004  
MBR CONSTRUCTION, INC.  
CONSTRUCTION SERVICES FOR  
CYPRESS CREEK STATION WEST PARKING LOT

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Recommended by: *Daniel Mayza* 12/03/09  
Department Director Date

Approved by: *[Signature]* 12/3/09  
Contracts Director Date

Authorized by: *[Signature]* 12/3/09  
Executive Director Date

Approved as to Form by: *[Signature]* 12/3/09  
Staff Counsel Date

Board Action:

Approved:  Yes  No

Vote:  Unanimous

Amended Motion:

Commissioner Bruno Barreiro  Yes  No  
Alice N. Bravo  Yes  No  
James A .Cummings  Yes  No  
Marie Horenburger  Yes  No  
Commissioner Kristin Jacobs  Yes  No

Commissioner Jeff Koons  Yes  No  
Felix M. Lasarte  Yes  No  
George A. Morgan, Jr.  Yes  No  
F. Martin Perry  Yes  No



AGREEMENT NO. 10-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

MBR CONSTRUCTION, INC.

FOR

CYPRESS CREEK PARK-N-RIDE LOT

**AGREEMENT NO. 10-004**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**MBR CONSTRUCTION, INC.**

FOR

**CYPRESS CREEK PARK-N-RIDE LOT**

This is an Agreement, by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as "SFRTA",

AND

MBR CONSTRUCTION, INC, a Florida Corporation, authorized to and doing business in the State of Florida, hereinafter referred to as "CONTRACTOR".

**DEFINITIONS**

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- a. Board. The Board and governing body of the SFRTA, created pursuant to Chapter 343, Florida Statutes (2003).
- b. Contract Administrator. The Executive Director for SFRTA or appointed designee. In the administration of this Agreement, all parties may rely upon the instructions or determinations made by the Contract Administrator.
- c. Contractor. The Contractor selected to perform the services pursuant to this Agreement is MBR Construction, Inc.
- d. Project. Providing all services described in the Contract Documents.
- e. Project Manager. A person supplied by SFRTA and the single point of contact for Contractor with SFRTA.

## PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicated for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- An Invitation to Bid was advertised by SFRTA as ITB No. 10-004, for CYPRESS CREEK PARK-N-RIDE LOT, and CONTRACTOR was determined to be the most qualified responsive and responsible respondent.
- The South Florida Regional Transportation Authority, 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.

CONTRACTOR covenants and agrees to perform all obligations of CONTRACTOR set forth in this Agreement and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Agreement are hereinafter called "Contract Documents".

Instructions to Bidders  
General Terms and Conditions  
Special Terms and Conditions  
Scope of Services  
Definition of Terms  
Advertisement  
All Exhibits and Attachments  
Addendum No. 1, 2 and 3  
Bid Form  
Bidder's Qualification Certification  
Key Employee Certification  
Drugfree Workplace Certification  
Debarment & Suspension Certification  
Certification of Restriction on Lobbying  
Truth in Negotiation Certificate  
Declaration of Non-Collusion Certification  
Schedule of Subcontractors  
Certificate of Disbursement of Previous Periodic Payment to Subcontractors  
Subcontractors Certificate of Previous Payment  
Monthly Subcontractor Utilization Report  
Monthly Employee Utilization Report

**TERM**

The period of performance shall be for a term of one hundred eighty days (180) from the issuance of a Notice to Proceed.

**COMPENSATION**

SFRTA agrees to pay the CONTRACTOR compensation as specified in the Contract Documents the maximum not-to-exceed amount of \$1,396,000.00.

**ADDRESSES**

CONTRACTOR:

MBR Construction, Inc.  
1020 NW 51<sup>st</sup> Street  
Fort Lauderdale, FL 33309

Attn: Ed Broccoli

SFRTA:

South Florida Regional Transportation Authority (SFRTA)  
800 N.W. 33<sup>rd</sup> Street  
Pompano Beach, FL 33064

Attn: Mike Lulo

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2009.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
JOSEPH GIULIETTI  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
COMMISSIONER JOHN F. KOONS, CHAIR

\_\_\_\_ DAY OF \_\_\_\_\_, 2009

(SFRTA SEAL)

Approved as to form by:

\_\_\_\_\_  
CHRIS BROSS, Director  
Procurement

\_\_\_\_\_  
Staff Counsel, SFRTA

ATTEST:

CONTRACTOR NAME

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRESIDENT OR VICE-PRESIDENT

\_\_\_\_ DAY OF \_\_\_\_\_, 2009

(Corporate Seal)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

Consent     Regular     Public Hearing

AGREEMENT #09-004  
CUBIC TRANSPORTATION SYSTEMS, INC.  
TO PROCURE AN AUTOMATED FARE COLLECTION SYSTEM

REQUESTED ACTION:

MOTION TO APPROVE: Delegation to the Chair to finalize and execute the Sole Source Agreement No 09-004, between the South Florida Regional Transportation Authority (SFRTA) and Cubic Transportation Systems, Inc. (Cubic), in substantially the form provided, (see Exhibit 1) to procure an Automated Fare Collection System (AFCS), in the maximum not-to-exceed amount of \$14,800,000.00 after approval by Miami-Dade Board of County Commissioners (MDCC) of the Participation Agreement, previously approved by the Governing Board, between SFRTA and Miami Dade County for the administration of the centralized computer system for the AFCS.

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA is currently operating with antiquated fare collection equipment that is in need of immediate replacement. At the August 13, 2008, Governing Board Meeting, the SFRTA Board granted approval for staff to negotiate a sole source agreement with Cubic to procure an automated fare collection system with smartcard technology.

Miami Dade Transit (MDT) entered into a contract with Cubic Transportation Systems, Inc in March 2008. After considerable evaluation, it was recommended by SFRTA consulting firm, Booz Allen Hamilton, Inc., that SFRTA proceed by joining the existing fare collection system infrastructure established by MDT. This approach allows SFRTA the ability to take advantage of core system elements and provide the platform for regional interoperability between the two agencies.

(Continued on page 2)

Department: Executive  
Project Manager: Renee Matthews

Department Director: Jack Stephens  
Procurement Director: Chris Bross

FISCAL IMPACT: Funding is available in the FY 2010 and FY 2011 Capital Budgets.

EXHIBITS ATTACHED: Exhibit 1 - Agreement No. 09-004, excluding Software Licensing and Maintenance Agreements (which will be provided under separate cover)  
Exhibit 2 - Summary of Key SFRTA Contract Provisions and Industry Comparison

AGREEMENT #09-004  
CUBIC TRANSPORTATION SYSTEMS, INC.  
TO PROCURE AN AUTOMATED FARE COLLECTION SYSTEM

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SUMMARY EXPLANATION AND BACKGROUND (continued):

MDT launched its new *Easy Card* fare collection system in October 2009 which is now successfully operating. The back office central computer system for the MDT fare collection system will be expanded to support the SFRTA fare collection system. At the October 2009 Governing Board meeting, the Board approved the Participation Agreement between SFRTA and Miami Dade County for the administration of the centralized computer system for the AFCS (the "Participation Agreement") that will govern the administration of the centralized computer system. This Participation Agreement is currently scheduled to be heard at the December 9, 2009 Miami-Dade County Transportation, Infrastructure and Roads Committee (TIRC). Once approved, MDT will process the item forward to either the December, 2009 or the January, 2010 MDCC meeting for final approval.

SFRTA is requesting that the Governing Board delegate to the Chair the authority to finalize and execute the Cubic contract in substantially the form provided with this item and for the not-to-exceed amount stated above once MDCC has approved the Participation Agreement.

The contract with Cubic is based on MDC's General Provisions, Special Terms and Conditions and Technical Specifications in efforts to reduce the schedule, save cost and achieve technical compatibility. Sections of the documents were revised to reflect SFRTA contract requirements, station infrastructure and specific equipment procured by SFRTA. However, much of the contract still reflects the terms and conditions agreed to by MDC.

The equipment to be provided by Cubic includes 76 ticket vending machines, 85 station validators, 6 ticket office machines, 60 handheld units and other related equipment necessary to operate a complete system. The AFCS is also capable of processing smart cards and printed fare media and will directly integrate into the Miami Dade Transit fare collection system. SFRTA and MDT will utilize a shared computer system that will allow for seamless access between systems for transit users in the region.

A summary of key contract provisions is detailed in Exhibit 2, along with an industry comparison of similar contract provisions of other public property fare collection procurements within the past several years (including MDT's contract with Cubic).

AGREEMENT #09-004  
CUBIC TRANSPORTATION SYSTEMS, INC.  
TO PROCURE AN AUTOMATED FARE COLLECTION SYSTEM

Recommended by: [Signature] 12/7/09  
Department Director Date

Approved by: [Signature] 12/7/09  
Procurement Director Date

Authorized by: [Signature] 12/7/09  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

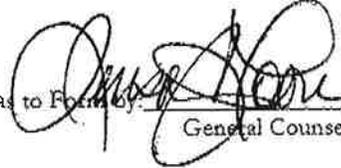
Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
Alice N. Bravo	_____ Yes _____ No	Felix M. Lasarte	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Commissioner Kristin Jacobs	_____ Yes _____ No	F. Martin Perry	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No		

AGREEMENT #09-004  
CUBIC TRANSPORTATION SYSTEMS, INC.  
TO PROCURE AN AUTOMATED FARE COLLECTION SYSTEM

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  12/7/09  
General Counsel Date

Board Action:

Approved:  Yes  No

Vote:  Unanimous

Amended Motion:

Commissioner Bruno Barreiro  Yes  No

Commissioner Jeff Koons  Yes  No

Alice N. Bravo  Yes  No

Felix M. Lasarte  Yes  No

James A. Cummings  Yes  No

George A. Morgan, Jr.  Yes  No

Commissioner Kristin Jacobs  Yes  No

F. Martin Perry  Yes  No

Marie Horenburger  Yes  No



CONTRACT NO. 09-004

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

CUBIC TRANSPORTATION SYSTEMS, INC.

FOR

AUTOMATED FARE COLLECTION SYSTEM

**AGREEMENT NO. 09-004**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**CUBIC TRANSPORTATION SYSTEMS, INC.**

FOR

**AUTOMATED FARE COLLECTION SYSTEM**

This is an Agreement, by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as "SFRTA",

AND

CUBIC TRANSPORTATION SYSTEMS INC., a Corporation, authorized to and doing business in the State of Florida, hereinafter referred to as "FIRM".

**DEFINITIONS**

For the purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

- a. Board. The Board of Directors and governing body of the SFRTA, created pursuant to Chapter 343, Florida Statutes (2003).
- b. Contract Administrator. The Executive Director for SFRTA or appointed designee. In the administration of this Agreement, all parties may rely upon the instructions or determinations made by the Contract Administrator.
- c. Firm. The Firm selected to perform the services pursuant to this Agreement is Cubic Transportation Systems, Inc.
- d. Project. Providing all services described in the Contract Documents.
- e. Project Manager. A person supplied by SFRTA and the single point of contact for Firm with SFRTA.

## **PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicated for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual consideration upon which this Agreement is based.

- A Sole Source Procurement Approach for AUTOMATED FARE COLLECTION SYSTEM was approved by the SFRTA Governing Board. Successful negotiations with FIRM resulted in this Agreement meeting SFRTA's requirements. Firm was determined to be responsive and responsible.
- The Authority, 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.

FIRM covenants and agrees to perform all obligations of FIRM set forth in this Agreement and in the documents listed below, which documents are incorporated herein by reference and which documents together with this Agreement are hereinafter called "Contract Documents".

General Provisions  
Special Terms and Conditions  
Technical Specifications  
Definition of Terms  
All Exhibits and Attachments  
Price Proposal  
Firm's Qualification Certification  
Firm's Key Employee Certification  
DBE Participation Schedule  
Drugfree Workplace Certification  
Debarment & Suspension Certification  
Certification of Restriction on Lobbying  
Truth in Negotiation Certificate  
Declaration of Non-Collusion Certification  
Buy America Certificate  
Schedule of Subcontractors  
Intent to Perform as a Subcontractor  
Irrevocable Letter of Credit  
Certificate of Disbursement of Previous Periodic Payment to Subcontractors  
Subcontractors Certificate of Previous Payment  
Monthly Subcontractor Utilization Report  
Monthly Employee Utilization Report  
Release and Affidavit  
Change Order

**TERM**

The period of performance shall be effective from the date of the Notice To Proceed for a period of Four Hundred Eighty Five (485) calendar days. This period will be followed by a two (2) year warranty period.

**COMPENSATION**

SFRTA agrees to pay the FIRM compensation as specified in the RFP Requirements and Instructions to Firms, Special Terms and Conditions, and FIRM's Price Proposal the total not-to-exceed amount of Fourteen Million Eight Hundred Thousand Dollars (\$14,800,000.)

**ADDRESSES**

FIRM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

SFRTA:

South Florida Regional Transportation Authority  
800 NW 33 Street  
Suite 100  
Pompano Beach, FL 33064

Attn: Renee Matthews

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective date under each signature: \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2009.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
JOSEPH GIULIETTI  
EXECUTIVE DIRECTOR

By \_\_\_\_\_  
COMMISSIONER JOHN F. KOONS,  
CHAIR

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

(SFRTA SEAL)

Approved as to form by:

\_\_\_\_\_  
CHRIS BROSS, Director  
Procurement

\_\_\_\_\_  
General Counsel, SFRTA

ATTEST:

(FIRM NAME)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRESIDENT OR VICE-PRESIDENT

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

(Corporate Seal)



**CONTRACT No. 09-004**

**REGIONAL  
AUTOMATED FARE COLLECTION SYSTEM**

**Special Terms and Conditions  
(STCs)**

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## **1.0 EXTRAS**

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance per Section 25 STC.

## **2.0 DELAY OF WORK**

a. If the performance of all or any part of the work is delayed or interrupted by an act of the Contracting Officer in the administration of this Contract, which act is not expressly or impliedly authorized by this Contract, or by his/her failure to act within the time specified, an adjustment shall be made for any increase in the cost of performance of this Contract caused by such delay or interruption and the contract modified in writing accordingly. Adjustment shall be made also in the delivery or performance dates and any other contractual provision affected by such delay or interruption. However, no adjustment shall be made under this article for any delay or interruption

- (1) to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or
- (2) for which an adjustment is provided or excluded under any other provision of this Contract.

## **3.0 CLAIMS AND DISPUTES**

A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between The SFRTA and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

Claims by the Contractor shall be made in writing to the Contracting Officer within thirty (30) days after the first day of the event giving rise to such Claim, or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Contracting Officer with the Claim, unless the Contracting Officer grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced so as to compensate the Contractor for its actual and direct labor, material and equipment costs and extended general conditions expenses, together with markup established under the Contract.

The Contractor shall proceed diligently with its performance as directed by the Contracting Officer, regardless of any pending Claim or dispute, unless otherwise agreed to by the Contracting Officer in writing. The SFRTA shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim or dispute.

Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior

to the commencement of depositions in any litigation between the parties with respect to the Contract, the parties shall attempt to resolve the dispute through non – binding mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

Any litigation between the SFRTA and the Contractor (which term for the purposes of this subparagraph shall include the Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the SFRTA and the Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between the SFRTA and the Contractor shall lie and be only in the appropriate State courts of the State of Florida's Seventeenth Judicial Circuit in and for Broward County, Florida. The SFRTA and the Contractor consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and **EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.**

#### **4.0 CONFLICT OF INTEREST**

SFRTA shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of SFRTA, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's director's or employee's spouse or child, or any combination of them, has a material interest. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of any business entity.

SFRTA shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before SFRTA by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of SFRTA.

#### **5.0 COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the SFRTA shall have the right to annul this Contract without liability or in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **6.0 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

b. In the event of any claim or suit against the SFRTA on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any equipment and/or supplies furnished or work or services performed hereunder, the Contractor shall furnish to the SFRTA, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the SFRTA except where the Contractor has an obligation to indemnify the SFRTA per Section 9.

c. This clause shall be included in all subcontracts.

## **7.0 NOTICE TO THE SFRTA OF LABOR DISPUTES**

a. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

b. The Contractor agrees to insert the substance of this clause, including this paragraph b., in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

## **8.0 GENERAL INDEMNITY**

The Contractor shall be required to defend, indemnify and hold harmless, the SFRTA and all of the SFRTA's officers, agents, and employees from any claim, loss, damage, cost, charge, judgment or expense to the extent caused in whole or in part by the acts or omissions arising out of any negligence, recklessness, or intentionally wrongful conduct by the Contractor, its agents, employees or subcontractors during the performance of work by the Contractor under this Contract, (but excluding all indirect and consequential damages), and whether to any person or property to which the SFRTA or said parties may be subject to the maximum extent permitted by law.

The Contractor's obligation to indemnify the SFRTA, but only to the extent provided in the above paragraph, shall be triggered by the SFRTA's notice of claim for indemnification to the Contractor. The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse the Contractor's duty to indemnify. Only an adjudication of judgment after the highest appeal is exhausted specifically finding the SFRTA negligent shall excuse performance of this provision by the Contractor, but only to the extent that the SFRTA is adjudicated negligent. The

Contractor shall pay all costs and fees related to this obligation and its enforcement by the SFRTA. Notwithstanding the foregoing: If the SFRTA is adjudicated negligent, then the SFRTA shall reimburse the Contractor only for the costs, expenses, fees, and awards attributed to the SFRTA's negligence by a court of law with jurisdiction.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any subcontractor, in connection with the Contract.

**The parties hereby agree and acknowledge that one hundred dollars (\$100.00) of the first payment to the Contractor for performance of this Contract is the specific consideration from the SFRTA to the Contractor for the Contractor's indemnity agreement.**

## **9.0 PATENT INDEMNITY**

a. Contractor shall defend, save harmless and indemnify the officers, agents, servants, and employees of the SFRTA, Bombardier Inc., Veolia Inc., CSX(T) Corp., Wackenhut Corp., and the Florida Department of Transportation against liability, including costs, for infringement of any United States patent arising out of the manufacture or delivery of equipment and/or supplies under this Contract. The foregoing indemnity shall not apply unless the Contractor shall have been informed by the SFRTA within ten (10) days of receipt of notice to the SFRTA of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to:

- (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the equipment and/or supplies to be delivered or in the materials or equipment to be used, or directing a manner or performance of the Contract not normally used by the Contractor;
- (2) an infringement resulting from addition to, or change in, such equipment and/or supplies or components furnished which addition or change was made subsequent to delivery or performance by the Contractor; or
- (3) a claimed infringement which is settled without the consent of the Contractor, unless required by final decree of court of competent jurisdiction.

## **10.0 AUDITING RIGHTS**

a. The SFRTA reserves the right to audit the Contractor's and any subcontractor's records, as such records relate to the Project. This auditing right shall survive the termination of this Contract.

- b. Such books and records shall be available at all reasonable times for examination and audit by the SFRTA, state and federal auditors during the term of this Agreement and for a period of three (3) years thereafter.
- c. The SFRTA reserves the right to perform Quality Assurance Audits of the Contractor.
- d. The Contractor shall insert an article containing all the provisions of this article, including this paragraph d., in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the Contracting Officer under this Contract.

### **13.0 FEDERAL REQUIREMENTS**

A. Federal Changes - The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the SFRTA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

B. Drugfree Workplace - The Contractor shall comply with the terms of the State of Florida and the U.S. DOT regulations for Drugfree Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

C. Debarment and Suspension - The Contractor shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subcontractors engaged to perform services under the Agreement.

D. Program Fraud and False or Fraudulent Statements or Related Acts - The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

E. Lobbying - Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.], Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the SFRTA. This requirement shall pass through to any and all Subcontractors engaged to perform services under this Contract.

F. Interest of Members of or Delegates to Congress - In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising there from.

G. Organizational Conflict of Interest - Prior to entering into this Contract, the Contractor is required to inform the SFRTA of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the contract work.

H. Civil Rights - Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

I. Clean Air - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the SFRTA and understands and agrees that the SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

J. Clean Water - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the SFRTA and understands and agrees that the SFRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

K. Access to Records and Reports - The Contractor agrees to provide the SFRTA, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the

Contractor which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the SFRTA, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

L. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

M. Buy America Requirements - The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver have been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

N. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SFRTA requests, which would cause the SFRTA to be in violation of the FTA terms and conditions.

O. Disadvantaged Business Enterprise – The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the SFRTA deems appropriate.

P. Environmental Protection - The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

Q. Access Requirements For Persons With Disabilities - The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(10) Any implementing requirements FTA may issue.

R. Fly America Requirements – The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

S. No Government Obligation to Third Parties – The SFRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the SFRTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

T. National Intelligent Transportation Systems Architecture and Standards -The Contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

U. Davis-Bacon Act - (1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act

of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of

the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the Contracting Officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding – SFRTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, SFRTA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act),

daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to SFRTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to

and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of

Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Construction Contractor (or any of its subcontractors) and SFRTA, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or Proposer who has an interest in the Contractor's proposal is a person or Proposer ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or Proposer ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. Contract Work Hours and Safety Standards Act-Overtime Compensation -

This Contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

a. Overtime requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 40 hours in such work week on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such work week.

b. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the provisions of paragraph a., the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for their unpaid wages. In addition, such Contractor and subcontractor shall be liable to SFRTA for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provision of paragraph a. in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of his standard work week of 40 hours without payment of the overtime wages required by paragraph a above.

c. Withholding for unpaid wages and liquidated damages: The Contracting Officer may withhold from the Contractor, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may be administratively determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph b above.

d. Subcontracts: The Contractor shall insert paragraphs a. through d. of this article in all subcontracts and shall require their inclusion in all subcontracts of any tier.

e. Payrolls and basic records: (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### **14.0 CHANGES IN REQUIREMENTS**

Federal requirements cited above might change and the changed requirements shall be applicable to this contract as required, and may necessitate a Change Order if cost or schedule is impacted. It is understood by the Contractor that all limits or standards set forth above to be observed in the performance of the Contract Services are minimum requirements.

#### **15.0 REVISION IN GOVERNING RESTRICTIONS**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered in the Contract prior to their completion, it shall be the responsibility of the Contractor to notify the Contracting Officer in writing at once, indicating in its letter the specific regulation which required an alteration. The SFRTA reserves the right to accept any such alteration, including any price adjustment occasioned thereby, or to cancel the Contract at no further expense to the SFRTA.

#### **16.0 COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Florida and that it will take such act in as, from time to time hereafter, may be necessary to remain so qualified.
- b. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

c. It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of this Contract unless otherwise excluded in the Contract.

#### **17.0 MOST FAVORED CUSTOMER**

The Contractor shall voluntarily provide the SFRTA with the benefits including, but not limited to, pricing of any more favorable terms it has, or negotiates, with any organization or facility whose circumstances and operations are substantially the same as those of the SFRTA.

#### **18.0 CONDITIONS AFFECTING THE WORK**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and extent of the work, and the general and local conditions that can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing Work without additional expense to the SFRTA. The SFRTA assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Contract.

#### **19.0 WAIVER OF SUBROGATION**

- a. The Contractor shall require that all policies of insurance that are in any way related to the Work, be secured and maintained by the Contractor and all subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against the SFRTA, Contractor and subcontractors.
- b. The Contractor waives all rights of recovery against the SFRTA and all subcontractors that the Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Work performed by the Contractor under this Contract and that are secured and maintained by the Contractor.
- c. The Contractor shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against the SFRTA, Contractor and other subcontractors.

#### **20.0 INTENT OF CONTRACT DOCUMENTS**

- a. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. When words that have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest

standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

- b. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately notify the Project Manager in writing, and before proceeding with the Work affected thereby. Contractor shall obtain a written interpretation or clarification from the Project Manager.
- c. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Contractor, as determined by SFRTA/Tri-Rail. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

**21.0 RELIABILITY**

The minimum acceptable reliability for equipment and system defined herein shall be as follows:

**Table 4-2A: Mean Cycles between Failures (MCBF)**

<b>Item</b>	<b>Equipment Type</b>	<b>(MCBF)</b>
1	Ticket Vending Machine (TVM) Cash/Credit/Debit Full Service Cashless TVM	10,000 25,000
4	Ticket Office Machine	25,000
5	Stand-Alone Validator	60,000

**Table 4-2B: Mean Time between Failures (MTBF)**

<b>Item</b>	<b>Equipment Type</b>	<b>MTBF (Hours) (In Service)</b>
A	Retail Sales Terminals TOM CPOS	12,000 12,000
B	Hand Held Units	15,000

In order to accurately determine whether or not the AFC System, and its components, are meeting their performance and reliability goals the Mean Cycles Between Failures (MCBF) measurements will be based upon a usage model to be agreed at CDR. The AFC System's performance and reliability will be measured using the usage model agreed upon at CDR reflecting the actual usage of the various equipment types.

In measuring the performance and reliability criteria of the AFC System, the following rules will apply:

- "Jams" will only be included in the MCBJ calculation and not in the MCBF calculation.
- "Patron Cycles" will be used in measuring reliability.
- Network related incidents will be reviewed by the Failure Review Board to determine if it is a chargeable failure.
- Identical software errors will only be counted as a single failure once such failures have been resolved.
- All chargeable failures must be reliably verifiable.
- Failures caused by Preventive and Corrective Maintenance will be excluded.
- Cash Accuracy errors outside the manufacturer's published specifications will be reviewed by the Failure Review Board to determine if it is a chargeable failure.

A patron cycle shall be any attempted, completed, or canceled transaction at a AFCS device.

The reliability calculation scheme will be defined in the Design Reviews and is based on the following:

A **chargeable failure** is a malfunction which prevents the fare collection Equipment from performing its designated function, or meeting its performance criteria, when used and operated under the environmental and operational conditions stated in these specifications, such that a patron is prevented from successfully completing a Transaction. A Transaction is defined as a transaction record captured by the Central Computer System. The following conditions will be considered chargeable failures for the equipment (as applicable):

- Software failures that are not detectable by the software application, whether at the machine or component level. System-wide software anomalies and bugs shall be considered as one chargeable failure for the total population of the respective type of equipment in Revenue Service.
- Printing tickets and/or receipts with incorrect data.
- Encoding fare media with incorrect data.
- Partial or complete failure of passenger or operator display.

- Failure to correctly validate/inspect a fare medium.
- Failure to issue new media resulting in a jam

Chargeable failures need to be reported to the end verifiable by Failure Review Board including necessary information and according to agreed procedures.

A **Non-chargeable failure** is typically a malfunction caused by a condition external to the Equipment under test, which is neither a functional, environmental, nor a test requirement in this specification and is not expected to be encountered during normal and correct operation of the Equipment in Revenue Service. Non-chargeable failures will include all failures outside the Contractor's control.

Non-Chargeable failures will not affect the reliability and accuracy calculations and other agreed reliability measures, and following are samples for non-chargeable failures:

- Accident, mishandling and Vandalism.
- Failure of test facility or test instrumentation or cause by erroneous counting of revenues.
- Equipment failures caused by external conditions in excess of the approved specification requirements.
- Dependent failures occurring with the independent non-relevant failure that caused them.
- Failures caused by incorrect operating, maintenance or repair procedures.
- Failures or jams caused by out of specification fare media or foreign or damaged cash/currency.
- Malfunctions that can be cleared by Fingertip Maintenance.
- Failure of a Consumable Part.
- Failure of a Wear & Tear part that has reached or exceeded its normal lifetime.
- Third party equipment, services and infrastructure not under Contractor's control.
- Individual printer dot failures will not be counted unless the information printed is illegible.
- OEM software anomalies and bugs.
- Failures of components for which fleet has been declared or that have been identified as design failures.
- Failures of devices that have been declared "lemon machines" in the Failure Review Board.

MTBF and MCBF will be calculated on the counting of component replacements. Component replacement is defined as follows: “Exchange of a defective LLRU component that must be removed and repaired to bring the machine back into Revenue Service. Proper measures to cure defects of the Equipment in the field within 30 minutes are not counted as a component replacement.”

### **21.1 Revenue Accuracy**

Throughout the Contract:

- Each type of UAFCE shall accurately record transactions for revenue, ridership, and event data.
- When calculated as a percentage deviation of actual versus reported revenues, each type of UAFCE (for example, all TVMs) shall achieve and maintain revenue accuracy of  $\pm 0.3\%$ . Actual revenues shall be counted by accumulating all receipts for a given period of time for all devices of a given type. Reported revenues shall be based on revenue receipt reports generated by CCS.
- SFRTA shall also conduct random controlled audits of cash-handling devices. For these audits, the device will start with a known quantity of cash on hand and then be allowed to conduct public transactions for one day. At the end of the day, all cash on hand will be removed and manually counted, with results compared to the device’s internally reported revenue registers as well as those reported by the CCS. Actual cash on hand amounts shall be within  $\pm 0.3\%$  of reported amounts for each audited device. If a device fails an audit, the Contractor shall provide a written explanation of the discrepancy. If a design defect is identified as the cause, the Contractor shall provide a plan with 10 business days to correct the problem. If no cause of the discrepancy can be found, the Contractor shall conduct 10 additional identical audits at the Contractor’s expense, and document all results to the satisfaction of SFRTA.

### **21.2 Contractor’s Obligations**

Without limiting in any way any rights of SFRTA, Contractor's obligations under this warranty shall include, but not be limited to:

- i) Prompt remedy of any and all defect(s) by repair or replacement, at the Contractor’s expense, of any Equipment item (or part, assembly or component thereof) which, under the contemplated specified use and sustained proper maintenance, proves defective or insufficient within the warranty period (whether the defect be patent or latent), or during such period proves to have failed to comply with the Technical Specifications.
- ii) Any remedy, repair, or replacement work performed pursuant to this paragraph shall comply in all respects with the requirements of the Contract. If the Contractor disputes its obligation to perform any work or provide services under the stated warranty obligations, it shall advise SFRTA of such disputes in writing.

- iii) The Contractor however may be directed by SFRTA nonetheless to perform the work or services in the manner required by the stated warranty obligations, and in a timely and expeditious fashion as required therein, while reserving its rights to make a claim for additional compensation for such work.
- iv) In the event that the Contractor fails to perform in accordance with the terms of the warranty or SFRTA deems that immediate repair or replacement is necessary, SFRTA will have the right, upon written notice to the Contractor, to cause such repair or replacement to be made at the Contractor's expense.
- v) The Contractor shall keep records of warranty repair actions for purposes of determining equipment performance and adherence to performance during the warranty period as specified in this Contract.

The warranty shall not cover the replacement of normal, consumable items or items which are replaced in usual and scheduled preventive maintenance programs, such as light bulbs and wear-related items. The Contractor shall follow the proper SFRTA security procedures for gaining access to field equipment and locations for all warranty-related efforts.

### **21.3 Remedial Work**

The remedial work to correct any and all deficiencies shall include the repair or replacement, at SFRTA Project Manager's option, of equipment, components, devices and/or materials including all applicable firmware and/or software.

### **21.4 Failure to Meet Reliability Requirements**

In the event that the average measured relevant failure rate for any 30-day period during the warranty period fails to achieve the required limits set forth in this Contract, the Contractor shall develop and submit a written corrective action plan within ten (10) days of the date of a failure notice from SFRTA. This corrective action plan shall be subject to SFRTA review and approval, and shall by no means impair the ability of SFRTA, or their customers to efficiently conduct normal business activities. After corrective action has been taken and the failure rate and failure records indicate that the action taken was successful for a minimum period of an additional 30 days the corrective action shall be deemed satisfactory. If not, the Contractor shall take further action until the failure rate is equal to or better than the performance requirements contained herein.

### **21.5 Latent Defects**

- i) If, at any time before the expiration of the final applicable warranty period with respect to any Equipment, or Assembly, Component or part thereof (including Software), SFRTA detects a defect which was or had not originally been detectable during inspection and acceptance testing and/or early operation, but which defect was not caused by or the result of normal wear and tear or operation of the Equipment, such defect shall be referred to as a "Latent Defect". To be considered a Latent Defect, such defect need not result in an actual failure of the Equipment. Notwithstanding the foregoing, the parties agree that the term "Latent Defect" is not intended to exclude instances where numerous or recurring failures

are products of defective workmanship. Latent Defects and their correction shall also be governed as found herein.

- ii) The Contractor shall correct "Latent Defects" by redesign and by prompt repair or replacement, at SFRTA's discretion, but at the Contractor's sole costs and expense, of any Equipment, or Assembly, Component or part thereof, (including Software) which contains the Latent Defect. If a Latent Defect is discovered to affect more than fifteen percent (15%) of the units of any type of Equipment, or Assembly, Component or part thereof, including Software, the Contractor shall make and implement all necessary design modifications, repairs and replacements on all delivered and non-delivered Equipment, in order to correct such Latent Defect at Contractor's sole cost and expense. The Contractor shall provide a written plan and schedule for correction of Latent Defects to be approved by SFRTA.

### **21.6 Reliability Compliance Process**

Prior to the start of system installation, SFRTA will establish a Reliability Compliance Process (RCP). The RCP is a fact finding process where information pertaining to each AFCS non-compliance is developed for consideration by SFRTA Project Manager. This process shall present all relevant information for AFCS non-compliances in an attempt to determine what direct corrective actions maybe required.

### **22.0 BONDS AND INSURANCE**

The limits and conditions for the bonds and insurance shall be no less than as follows:

- a. Within ten (10) business days after the execution of this Contract by the SFRTA and Contractor, Contractor shall provide the SFRTA with Performance, Payment and Warranty Bonds, in the form prescribed, the costs of which are to be borne by Contractor. The Bonds must comply with the following provisions and must be otherwise acceptable to the SFRTA:
  - 1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
  - 2. The surety company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
  - 3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
  - 4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
  - 5. The Bonds must be fully performable in Florida, with service and venue in Palm Beach, Broward or Miami-Dade County, Florida.

b. If the Contract Amount exceeds \$500,000.00, the surety company shall also comply with the following provisions:

1. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

<u>CONTRACT</u>	<u>POLICY HOLDER'S RATING</u>	<u>REQUIRED FINANCIAL RATING</u>
\$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

2. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

- (a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
- (b) In the case of a surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any surety deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

3. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and the SFRTA's approval.

## **22.1 Performance Bond**

The Contractor shall obtain a performance bond in the amount of one hundred percent (100%) of the proposed Contract amount.

## **22.2 Payment Bond**

A Payment Bond shall also be obtained in an amount not less than two and one half million dollars (\$2,500,000).

### **22.3 Warranty Bond**

A Warranty Bond in the amount of ten (10%) percent of the Contract Sum , as it may be changed, from time to time, in accordance with the Contract Documents. The Warranty Bond shall be furnished to SFRTA by the Contractor upon the issuance by SFRTA of the Certificate of Acceptance of Final Inspection for the first accepted Universal Automated Fare Collection Systems or when the Universal Automated Fare Collection System is first used in Revenue Service, whichever occurs first. The Warranty Bond shall not limit, in any manner, the Contractor's liability or responsibility to SFRTA for damages, costs, or expenses nor are the remedies provided by the Warranty Bond exclusive, but instead, the remedies provided thereby are in addition to any other rights and remedies provided by law or under the Contract Documents to SFRTA.

### **23.0 INSURANCE**

- a. Contractor shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance as specified elsewhere in this contract as will assure to the SFRTA the protection contained in the indemnifications in Sections 8.0 and 9.0 undertaken by the Contractor.
- b. The SFRTA reserves the right to reject coverage from any company not acceptable to the SFRTA and to require the Contractor to obtain coverage from another source. Self insurance shall not be acceptable under the terms of this Contract.
- c. The Contractor shall furnish certification of insurance to the Contracting Officer within ten (10) business days of Contractor's receipt of a fully executed Contract. If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) business days to submit a corrected certificate to the Contracting Officer. If the Contractor fails to submit the required insurance certificate in the manner prescribed within fifteen (15) business days from the receipt of a fully executed Contract, the Contractor shall be in default, and this Contract may be rescinded at no cost to SFRTA. Under such circumstances, the Contractor may be subject to SFRTA/Tri-Rail's debarment and suspension procedures, Section 30C-2.009 of the Procurement Code.
- d. Policy or policies shall be issued by a company or companies authorized to transact business in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office. Insurance coverages shall be issued by insurers of financial responsibility that are rated "A" or better by Best's Insurance Report, "AA" or better by Standard & Poor's Insurance Rating Service and "AA" or better by Moody's Investor Service. SFRTA reserves the right to reject as inadequate any insurance coverage provided by an insurance company that is rated less than the ratings above by any of the aforementioned rating services. All policies must be primary and non-contributory as respects to SFRTA/Tri-Rail, the Florida Department of Transportation (FDOT), and CSX(T) Corp. and must be endorsed to provide SFRTA/Tri-Rail with thirty (30) days' written notice of cancellation, non-renewal and/or restriction and it shall be stated on the Insurance Certificate that this coverage is primary to all other coverage SFRTA may possess.

Contractor shall use the Standard "ACORD" Insurance Certificate form with the following language struck through and deleted, "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" in the "Cancellation" paragraph of the form. Should such policy require an endorsement page, that page shall be submitted with the Standard "ACORD" Insurance Certificate.

Additional Insured. In all instances where the Contractor's insurance is required to name parties as Additional Insureds, a copy of the Additional Insured Endorsement(s) shall be attached to the Certificate of Insurance. The additional insured coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other coverage is primary, contributing or excess.

e. Renewal of Insurance. The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, the Contractor shall be responsible for submitting a new or renewed insurance certificate to the Contracting Officer at a minimum of thirty (30) calendar days in advance of such expiration. In the event the expired certificate is not replaced with a new or renewed certificate that covers the contractual period, the SFRTA shall suspend this Contract at no cost to SFRTA until such time as the new or renewed certificate is received by the Contracting Officer.

f. Minimum Coverage. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor of liability in excess of such coverage under the indemnification clause herein, nor shall it preclude the SFRTA from taking such other actions as is available to it under any other provisions of this Contract or otherwise in law or equity.

g. Written Evidence. The Contractor shall provide written evidence that a complete copy of the Contract has been delivered to the insurance company underwriting each insurance policy required of the Contractor.

h. Self insurance shall not be acceptable for this Contract.

i. The Contractor shall provide the following insurance coverage for SFRTA:

Commercial General Liability Insurance with the minimum limit of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence for Bodily Injury Liability and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Public Liability Policy, without restrictive endorsements as filed by the Insurance Services Office and must include:

A. Premises and/or Operations;

B. Products and Completed Operations Extension Endorsement, providing that loss occurring or discovered within Three (3) years after date of Final Acceptance of the Project by SFRTA shall be deemed to be an occurrence within the policy period;

- C. Independent Contractors;
- D. Broad Form Property Damage;
- E. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement; and
- F. Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- G. SFRTA, its employees and officers, FDOT and CSX Transportation Inc., shall be included as "Additional Insured" with respect to liability arising out of operations performed for SFRTA by or on behalf of Construction Contractor or acts and omissions of Contractor in connection with such operation.

Workers' Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.

Business Automobile Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. SFRTA shall be included as "Additional Insured". Coverage must be afforded on a form no more restrictive than the latest edition of the business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- A. Owned vehicles;
- B. Hired and non-owned vehicles;
- C. Employees' non-ownership; and,
- D. Personal Injury, Property Damage, Uninsured Motorist, Collision, and Comprehensive coverages.

Railroad Protective Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence/Ten Million Dollars (\$10,000,000.00) aggregate applying to Bodily Injury Liability, Property Damage Liability, or Physical Damage to property or a combination of all three.

Aggregate limit applies separately to each job, contract, agreement, project, work order, etc. SFRTA is to be included as "Named Insured".

The Contractor may maintain Umbrella/Excess Liability Insurance as excess coverage over Commercial General Liability, Automobile Liability, and Workers' Compensation and Employer's Liability Policies to meet the required limits.

The Umbrella/Excess Liability insurance policy shall contain a provision that the coverage's afforded therein are no less broad than those provided within the primary policies. The Umbrella/Excess Liability policy inception date must also be concurrent with the inception dates of the policies.

Umbrella or Excess policy certificate of insurance shall stipulate the underlying limits of liability applicable. An endorsement so evidencing shall be attached to the certificate.

## **24.0 PAYMENT TERMS**

### **24.1 Payment of Option(s)**

If SFRTA chooses to exercise any options within the Price Sheets, payment of the option(s) shall be in accordance with the established Guideline as stated herein.

### **24.2 Payment for Change Orders**

The Contractor shall prepare invoice(s) for only executed valid change order(s) that are eligible for payment. This eligibility is determined by either completion of the work or, as defined herein.

## **25.0 CONTRACT CHANGES**

SFRTA shall have the right at any time during the progress of the AFCS project to increase or decrease the Work. Promptly after receiving written notification of a change in the Contract Work scope, the Contractor shall diligently submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, no addition or changes to the Work shall be made except upon written order of SFRTA, and SFRTA shall not be liable to Contractor for any increased compensation or adjustment to the Contract Time without such written order. No officer, employee or agent of SFRTA is authorized to orally direct any extra or changed work.

### **25.1 Request for Change**

A Request for Change can be initiated by SFRTA Project Manager (SFRTA PM, or their designated representative), and/or the Contractor using the prescribed forms and procedures. The request for change shall be used to adopt a new, or changed design criteria for a specific component, function or AFCS service, correct design errors or omissions, or incorporate results of Value Engineering. SFRTA PM or their designated representative shall prepare and maintain a log of all change requests using the approved form. Only SFRTA approved written change requests will be presented to the Contractor for pricing.

The Contractor's response to a SFRTA approved written change request shall utilize the approved required format and forms, examples which are contained in the Exhibits. Once completed, pricing for the requested change shall be submitted by the Contractor for review and approval. Any and all incomplete submissions shall be returned to the Contractor without consideration.

The Contractor's response to all change requests shall include all associated costs, including but not limited to, such items as travel, mark-ups, overhead, and profit. The Contractor is advised to be very diligent in developing any change pricing proposal and be aware of the following:

- i. Travel and per diem costs will be applied by State of Florida Statute § 112.061.
- ii. Mark-up on material items (such as required spare components) will be limited to 10% above actual cost. Actual documentation shall be submitted to support this pricing.
- iii. Overhead applied to direct labor cannot be greater than 168%.
- iv. Profit is limited to 10% of direct labor costs.
- v. No upward price adjustments will be permitted due to fluctuation in the valuation of the U.S. Dollar in comparison to the EURO, or other foreign currency.

## **25.2 Change Orders**

The SFRTA Project Manager shall discuss all accepted, approved Requests for Change with the Contractor. Once the scope and price have been agreed to and all required SFRTA approvals have been received, a Change Order will be issued providing the Contractor with clear direction. By accepting this Change Order, the Contractor shall agree that the Contract time adjustment and the sum agreed to in the Change Order constitutes a full and complete settlement of all the matters set forth herein, including all direct cost for equipment, manpower, materials, overhead, profit, and delay, relating to the issues set forth in the Supplemental Change Order. Furthermore, the Contractor accepts the terms of this Change Order as related to cost determinations as full compensation for all costs of equipment, manpower, materials, overhead, profit and delay damages and for all their costs. This settlement is limited to and applies to any claims arising out of or on account of the matters described and set forth in the Change Order.

It is further agreed that a Change Order shall not alter or change in any manner the force and effect of the Contract, including any previous amendments thereto, except insofar as the same is altered and amended by the Change Order.

Governing Board Change Order SFRTA. Any change in Work with a value of more than Twenty-five Thousand Dollars (\$25,000.00) or over 10% of the value of the Contract, whichever is less, or where the aggregate of all Change Orders totals more than Twenty-five Thousand Dollars (\$25,000.00) or over 10% of the value of the Contract, whichever is less, must be approved by the SFRTA Governing Board or its delegee . It is the responsibility of the Contractor to timely submit all applications and documentation to support any Change Orders in such a manner as to avoid any delays in the Work and prevent the need for any time extensions so that the changes can be presented to the SFRTA Governing Board prior to commencement of the Work. The SFRTA Governing Board typically meets once per month.

Executive Change Order SFRTA. The SFRTA Executive Director shall have authority to approve Change Orders below the limits set forth in the above "Governing Board Change Order

SFRTA”, provided that any changes of terms and conditions as a result remain within the scope and original intent of the solicitation.

Director of Procurement Change Order SFRTA. The Director of Procurement for SFRTA shall have the authority to execute any change in Work with a value of Ten Thousand Dollars (\$10,000.00), or less with regard to Change Orders, provided that any changes of terms and conditions as a result remain within the scope and original intent of the Project.

A Change Order, in the form included in the Exhibits, shall be promptly executed by the Contractor and SFRTA after an agreement is reached between the parties concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as SFRTA and Contractor shall mutually agree.

If SFRTA and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by SFRTA’s unilateral Change Order. In that event, the Contract Amount and Contract Time shall be adjusted as directed by SFRTA. If Contractor disagrees with the adjustment determination, Contractor must make a claim pursuant to the Contract Documents.

## **26.0 SOFTWARE ESCROW AGREEMENT**

SFRTA may enter into a Software Escrow Agreement with a reputable Escrow Agent that has a physical location in the South Florida region. The costs of the escrow shall be borne by SFRTA. A sample of the Software Escrow Agreement is attached in the Exhibits. Contractor hereby certifies that it will execute and comply with the Software Escrow Agreement included as part of this Contract within ten (10) business days after execution of the Agreement.

i). Source Code for Contractor-Developed Core Software, shall be deposited in escrow (the “Escrow Deposit”). The Escrow Deposit shall also include:

- A complete listing of all executable software modules installed or embedded on all AFCS equipment, including version numbers, date of compilation, file size, location, and other information necessary to identify the software, and the source code files that are used to create each executable software module
- All software and hardware tools used for development of this core software
- All documentation for tools used and created during the development process
- Complete instructions on how to convert (i.e., compile or assemble) the source code into the executable application or object code that is installed or embedded in the UAFCE
- Instructions on how to verify that the resulting executable code matches that which is already installed in the equipment.

ii). The initial Escrow Deposit shall occur at or about the time the AFCS has achieved Final Acceptance. Once the initial Escrow Deposit has occurred, the Contractor shall notify SFRTA of

such event so SFRTA may proceed with verification and testing of the Escrow Deposit. SFRTA shall promptly notify the Contractor upon completion of the Escrow Deposit verification, or determination of errors or determination of an incomplete Escrow Deposit, the disposition of the Escrow Deposit, and any deficiencies the Contractor shall need to remedy.

iii). For the remainder of the software warranty period and the duration of any subsequent Software Support Agreement or Software Maintenance Agreement, the Contractor shall update the Escrow Deposit with all modifications and changes to the Source Code, software tools, hardware tools, documentation and, in any event, at minimum the Contractor shall deposit a renewed copy of such Source Code, software tools, hardware tools, and documentation annually.

## **27.0 F. O. B. DESTINATION**

The term “F.O.B. destination” as used in this Contract shall mean:

i). Free of expense to SFRTA on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

ii). Supplies shall be delivered to the destination consignee’s warehouse unloading platform, or receiving dock, at the expense of the Contractor. SFRTA shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of SFRTA acting in its contractual capacity. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee.

The Contractor shall:

- Pack and mark the shipment to comply with Contract Specification;
- In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- Be responsible for and not pass on any tariffs or surcharges relating to US Customs for items the contractor must import into the United States;
- Furnish a delivery schedule and designate the mode of delivering carrier; and

- Pay and bear all charges to the specified point of delivery.

## **28.0 SPARE PARTS FOR SFRTA INVENTORY**

Should SFRTA elect to purchase any, or all of the recommended spare parts in accordance with the Technical Specification, the spare parts must be delivered no later than with the delivery of the first fare collection device or as otherwise agreed to in writing by SFRTA.

## **29.0 CONTRACTOR SUBMITTAL/DRAWINGS, DESIGN REVIEWS REQUIREMENTS, PROGRAM MANAGEMENT**

### **29.1 Contract Submittal and Design Review Requirements**

A comprehensive program of submittals and reviews shall be conducted for all aspects of the Contract. This section describes the Contractor's requirements and submissions for each of the design reviews and all submissions.

Since SFRTA will be purchasing Contractor's already proven equipment and systems, two design reviews shall be held during development of the AFCS. The reviews are: Preliminary and Final Design. For each of these reviews, a series of documentation, equipment and/or software samples, and demonstrations shall be submitted to SFRTA for review and approval. Each review shall be completed and approved prior to moving to the next review step or process.

### **29.2 Procedures for Drawings, Documents, and Data**

The Contractor is required to submit as part of the defined reviews, and as also contained in the Contract Data Requirements List (CDRL), drawings, text documents, catalog cuts, and other data, as part of a CDRL or for a specific design review session. Contract and technical specification references to design review submissions shall signify that each CDRL shall go through a review and approval process by SFRTA. A letter of transmittal, containing a detailed listing of all elements being submitted, and utilizing SFRTA approved document control number system, shall be provided with all submissions. SFRTA reserves the right to reject, without review, any document that is not in English and in the sole determination by SFRTA is not readily understandable due to; 1) lack of proper grammar, spelling, sentence structure, or punctuation; SFRTA is under no obligation to expend extraordinary effort to interpret poorly written or translated documents, 2) incomplete and/or erroneous entries, 3) drawings that contain illegible text, diagrams or other information, 4) not meeting the requirements of this Contract. All incomplete or incorrect submissions shall be promptly returned to the Contractor.

All SFRTA responses requiring approval as defined herein will be provided to the Contractor, within thirty (30) calendar days after official receipt. SFRTA shall respond to the Contractor at a single address within the United States as designated by the Contractor.

The Contractor shall maintain for its records, a listing of all Contractor and subcontractor submissions and their status. This record shall include drawing and document numbers, revision letter, drawing title, date submitted, transmittal document, disposition, and the document number identifying the disposition. This status shall be updated no less than monthly and submitted to SFRTA as part of the Contractor's Monthly Progress Report.

### 29.3 Equipment and Drawing Formats

All equipment drawings and diagrams for this project shall be dimensioned in English units and all text shall be and use common American English language terms. Text in other languages is permitted on the drawings, but all information shall be translated into American English. All terminology used shall be conventional to the United States, the transit industry, and as defined herein. All drawings submitted by the Contractor shall be CADD generated using only approved software applications. Hand-drawn sketches shall not be accepted unless specifically requested by SFRTA. Drawings shall be submitted in an orderly and logical sequence to enable SFRTA to readily determine and review the interface relationships among elements and their subassemblies.

Except for design drawings, all submitted reports, manuals, and other documents furnished to SFRTA shall be on 8½" × 11" white bond paper, or when a larger size is necessary, 11" x 17" and folded to 8½" × 11". Printing shall be high quality, easily readable and on one side only. Documents shall be stapled in the upper left hand corner or bound along the left edge such that printed text is not obscured. The front cover of each bound submittal shall contain all data required for identification.

SFRTA reserves the right to request additional drawings, documents, or data, or any combination of documents, drawings, or data to support the review process. All Contract deliverables including material samples, manufacturing plan, test plans, test procedures, and analyses shall be submitted in the quantities specified. Parts may be manufactured prior to review and approval of Contractor submittals, however, the Contractor is proceeding at its own risk as SFRTA reserves the right to require changes to such parts at Contractor's expense should the design(s) fail subsequent review. The Contractor will be responsible for providing updates to all documentation as a result of any changes made to the supplied equipment until the end of the final warranty period.

All lettering and line work shall be of sufficient size, weight, and clarity so that it can be easily reproduced in a 35 mm microfilm copy. Documents that shall be repeatedly used, such as operation and maintenance manuals, shall be printed on good quality paper (minimum 20 lb stock, white, low acid) and securely bound in appropriate cover to prevent loss of sheets or excessive deterioration under frequent use.

All drawings shall include a title block to be located in the lower right corner. The title block shall contain at minimum the following information.

- Contract number and title of the submittal.
- Date of drawing or revision.
- Name of Contract.
- Name of Contractor and subcontractor submitting the drawing.
- Identification of contents and location of work, if applicable.

- Drawing number.
- Specification section reference.
- PDR, FDR, or other reference number as defined within this specification.

Contractor and subcontractor drawings shall utilize scale to be of microfilm quality and to convey content and be easily readable. The scale for all drawings shall be clearly indicated within the title block. Drawing sizes shall conform to SFRTA's standards as follows:

8½ × 11 inches (Size A)

11 × 17 inches (Size B)

17 × 22 inches (Size C)

22 × 34 inches (Size D)

Unless relieved of this requirement by SFRTA, every drawing shall include a complete list of materials and parts lists on the field of the drawing or on a separate sheet of the same drawing, describing all parts or sub-assemblies, including subcontractor-furnished items which form a part of the assembly, sub-assembly, or piece depicted.

A revision block shall be provided within the field of all drawings and for all documents. The revision block shall identify the initial submission document number, date of initial submission, the revision letter, date of revision, the initials of the Contractor's responsible engineer authorizing the revision, a description of the change, and the reason for making the change.

Whenever reference is made on a drawing to a material or process by the Contractor's own specification number, the drawing shall also give the commercial equivalent. If there is no commercial equivalent, the Contractor shall provide copies of its specification.

Component schematics shall be comprehensive in nature, thoroughly and sufficiently detailed to permit use by SFRTA maintenance and service personnel to troubleshoot and repair the component and/or equipment.

#### **29.4 As-Built Drawings**

At or near the time of Final Acceptance of the AFCS, the Contractor shall submit final as-built drawings for all aspects of the AFCS. These drawings shall incorporate all changes made to the design since the Final Design Review, and shall accurately reflect all components of the System as accepted.

#### **29.5 Electronic Documents**

All Contractor-produced drawings and documents shall also be provided in electronic form on CD or DVD using an SFRTA-approved format. Approved formats include but may not be limited to:

- Adobe Acrobat portable document format (pdf)
- Microsoft Word (docx)
- Microsoft Excel (xlsx)
- AutoCad (dwg)

## 29.6 Approval of Contractor Submittals

Documents, drawings and data to be furnished by the Contractor for SFRTA approval shall include all information; i) necessary for the progressing design review meetings, as described herein, and ii) complying with CDRL requirements as identified in Technical Specifications Appendix 3. SFRTA's approval or disapproval shall be provided within no more than thirty (30) days of receipt of a complete submittal package in one of the three following categories:

- APPROVED AS SUBMITTED. – No further action necessary.
- CONDITIONALLY APPROVED. - The Contractor may proceed in accordance with changes indicated and shall revise and resubmit the document, drawing, and data for SFRTA approval, within 7 calendar days of receipt.
- DISAPPROVED. – The Contractor shall revise and resubmit the document, drawing, and data for SFRTA approval prior to commencing the affected portion of the Work.

No extension of time requests shall be entertained and no extension of the Project Schedule shall be provided or permitted for revision and re-submittal of Contractor's submittals that have been either "disapproved" or "conditionally approved." Such submittals shall be resubmitted and shall be reviewed and returned to the Contractor within the same time intervals as would be allotted to the drawings and documents when initially submitted. The Contractor shall be responsible for providing updates to all documentation as a result of any changes made to the supplied equipment until the end of the warranty period.

The approval of Computer Software, Computer Software Documentation, Technical Data, Technical Drawings and Progress Schedules will be general, but approval shall not be construed:

- As permitting any departure from the Contract requirements unless such item has been specifically identified as a deviation to the Contract by the Contractor and SFRTA has issued a Contract Modification that acknowledge and/or to incorporate the deviation into the Contract;
- As relieving the Contractor of the responsibility for any errors, including details, dimensions, and materials; or
- As approving departures from details furnished by the Contractor's Project Manager, except as otherwise provided herein.

## **29.7 Design Review Requirements**

Design review meetings shall be held where the Contractor conducts a presentation in accordance with a previously SFRTA approved agenda. For this presentation, the Contractor shall address its design approaches, concepts, and design details that will successfully satisfy all requirements of the Technical Specification. During these design review meetings, action items shall be identified, with each action item assigned to an individual for disposition by a pre-determined response date. All action items identified during the design reviews shall be recorded in the Contract action item log.

Attendance at design review meetings shall include representatives of SFRTA, the Contractor and appropriate subcontractors. Separate Design sessions shall be conducted within the scheduled review (Preliminary or Final) to facilitate efficient use of time for employees of SFRTA to attend. Since this Contract involves the purchase and acquisition of proven “off-the-shelf” Contractor equipment, there shall be only two design review sessions; Preliminary- and Final- Design Review, referred to herein as PDR and FDR, respectively.

At least 15 days prior to the PDR and FDR meetings, the Contractor shall submit the required copies of the agenda, a data package and required submittals covering all information to be addressed in the meeting. Design review meeting minutes shall be prepared and submitted to SFRTA for review and approval within 7 days after each meeting. SFRTA may record meetings on audiotape and, if so, may provide a copy when requested by the Contractor for assistance in the preparation of meeting minutes.

## **29.8 Preliminary Design Review**

The PDR meeting shall be scheduled once the Contractor notifies SFRTA of readiness for this milestone. The PDR shall however be held in the timeframe as defined in the Contract

Documents. The Contractor shall prepare the PDR package (drawings, documentation, and data) for review and approval by SFRTA. Upon receipt of PDR submittals, a PDR Meeting (PDR), shall be scheduled to be held at the Contractor’s local South Florida office, or a SFRTA-approved alternate location. Contractor submittals for SFRTA review and approval for the PDR are listed herein.

SFRTA shall notify the Contractor within 5 business days after the PDR meeting whether their preliminary design has been approved. At this time SFRTA shall also provide the Contractor with a list of those PDR submittals that shall be required to be re-submitted with greater detail for the FDR meeting.

## **29.9 Final Design Review**

The FDR shall take place when the design is essentially complete. The FDR is to provide SFRTA and the Contractor a final opportunity to review, revise, and agree on the details of the final design prior to release of all designs for manufacture. Note: If successful First Article Configuration Inspection (FACI) can be accomplished during PDR, then SFRTA will consider its PDR level approval so that manufacturing of hardware could commence sooner, e.g. prior to FDR. FDR submittals shall include all finalized submittals of all required drawings, documents,

and data. Upon receipt of the Contractor's FDR package, the FDR meetings shall be held at the Contractor's local South Florida office, or a SFRTA-approved alternate location.

SFRTA shall notify the Contractor within 5 business days after the FDR meeting whether their FDR has been approved as defined in the Design Review Section. At this time SFRTA shall also provide the Contractor with a list of those FDR submittals that shall be required to be re-submitted with greater detail to finalize the FDR and System Design. Contractor submittals for SFRTA to review and approve for the FDR are listed herein.

The FDR shall be deemed completed when the final issues regarding the design of the AFCS hardware and software have been resolved, all open design issues have been resolved and SFRTA and the Contractor have agreed on the final system design.

### **29.10 Progress Schedules**

The Contractor shall prepare and submit to SFRTA a detailed resource-loaded schedule at the Post Award Conference. This schedule shall be consistent with all dates specified herein. The schedule shall show in detail the order the Contractor will carry on the Work, the date on which each Work task will commence, all salient features, including design review and approval schedule, procurement of materials and equipment, first article configuration inspection and testing, qualification testing, installation, and training activities and the dates for completion. The submitted schedule shall be developed using Prima Vera or SFRTA approved alternative. If the Contractor uses a different scheduling package than identified above, the Contractor may be permitted to use this scheduling package provided at least two fully licensed copies of the software used for developing the schedule are provided (at the Contractor's cost) to SFRTA at the time the Contractor begins such use.

The schedule shall be in the form of a progress chart of suitable scale to be easily readable and indicate appropriately the percentage of Work scheduled for completion at any time. The Contractor shall enter on the chart the actual progress for submission to SFRTA monthly. This monthly schedule update shall be submitted by the Contractor with its required Monthly Progress Report.

## **30.0 PROJECT MANAGEMENT**

The Contractor shall be responsible to ensure this Contract is effectively and efficiently managed. It shall be the Contractor's responsibility to appropriately employ sufficient, qualified personnel (as approved by SFRTA), tools, and supporting systems to successfully manage and complete the Project and Contract within the time frame specified herein.

The Contractor's Program Management and support team shall be made available locally in South Florida as needed to work collectively with the SFRTA Program Team to meet the requirements and objectives of the Contract.

### **30.1 Project Management Plan**

The Contractor shall develop and submit for SFRTA review and approval a comprehensive Project Management Plan (PMP). The Contractor's PMP shall identify all human resources,

project tools, and management systems deemed to be necessary and to be utilized in the successful performance of this Contract. The Plan shall describe the staff selection process in terms of alternatives and shall give evidence of the effectiveness of the selected processes in the successful management of similar projects and contracts.

SFRTA considers a fully effective project management program capable of identifying and addressing program clarifications, issues, conflicts, or incompatibility at the earliest opportunity so as to minimize or eliminate Engineering Change Orders, changes to the Project Plan or schedule, or subsequent disruptions to the efficient execution of Project Tasks. It is therefore incumbent upon the Contractor to have an established and fully effective project management program ready for implementation at the initiation of the Contract. The plan shall include, but not be limited to, the following:

- Outline of overall Project Management Program plan
- Details of the Contractor's Project Manager level of responsibility, and decision making authority.
- Preliminary plan for Contractor to adhere to SFRTA's Document Control requirements
- Outline of Contractor organization structure
- Outline of Contractor engineering organization
- Outline of Contractor manufacturing organization
- Preliminary program implementation plan
- Preliminary installation organization, concepts and control

The Project Management Program plan shall be submitted and approved by SFRTA prior to the Post Award Conference. The plan shall be reviewed at the Post Award Conference and modified

beginning at the Conceptual Design Review, with final modifications to the PMP completed at the PDR. The PMP shall also be discussed and updated as required throughout the Contract.

### **30.2 Project Management Plan Scope**

The Project Management Plan Scope shall be comprehensive, and sufficiently detailed so SFRTA may obtain a high degree of confidence in the Contractor's management ability to successfully carry-out all tasks defined within the Contract. The system and processes employed within the PMP shall be sufficiently detailed and inclusive to enable SFRTA to actively monitor Project Tasks, Project Task Status, and to identify any associated Project schedule implication in a timely manner. The systems and processes employed shall be used without modification, synthesis, or alteration to ascertain the status and completion of all Contract Deliverable tasks.

### **30.3 Program Requirements**

The following describes specific Project Management Program attributes SFRTA considers both necessary and desirable to progress an effective, successful program. The Contractor shall address specifically the processes to be employed to achieve the specified program attributes. The Contractor may alternatively substitute, alter, or modify the specific attributes but shall clearly identify the basis for doing so and shall fully describe its positive contribution to the program. SFRTA reserves the right to reject any substitution, alteration, or modification suggested by the Contractor.

### **30.4 Project Manager & Other Personnel**

SFRTA reserves the right to interview and reject proposed "key" Contractor personnel at any time. The Contractor may not change or replace "key" personnel without prior notification and approval from SFRTA. The Contractor shall employ only competent and skillful workers to do the Work. Whenever notified orally (to be followed in a reasonable time by a written notice), that any worker is considered incompetent or disorderly, the Contractor shall forthwith immediately remove such person and shall not again employ that worker on any part of the Work without the written consent of SFRTA.

The Contractor shall at all times during the term of this Contract perform the Work with such forces and equipment as in the judgment of SFRTA will be sufficient to complete the Work within the specified time; this includes support staff as well as direct labor. The Contractor agrees that whenever it becomes apparent to SFRTA that the Contract completion or any scheduled intermediate dates will not be met, the Contractor shall take actions, including, but not limited to, the following actions at no additional cost to SFRTA:

- Increase labor power in such quantities and crafts as will eliminate the backlog; and
  - Subject to the provisions of Florida Labor Law, increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing to eliminate the backlog of Work.
- i). Project Manager – The Contractor shall establish a single position titled Project Manager, who shall be subject to prior written SFRTA approval. This individual shall be highly competent, qualified, and have successfully completed managing and directing a complex Fare Collection System development and implementation program. It is expected that this individual shall be highly responsive and timely in addressing the needs of SFRTA as required by the Contract. The Contractor shall not change the approved Project Manager without prior written notification to and receipt of written consent from SFRTA. If at any time SFRTA is dissatisfied with the performance of the Contractor's Project Manager, at SFRTA's request, the Contractor shall replace the Project Manager, who shall remain subject to SFRTA prior written approval.

The Project Manager shall be responsible for coordinating all Project activities on behalf of the Contractor. The Project Manager shall have responsibility and authority

to commit Contractor resources as necessary to ensure Project tasks are completed on time within the approved project schedule and within budget. The Project Manager shall be responsible to ensure SFRTA is fully informed of the current status of the Project, and shall promptly and regularly identify to SFRTA any problems or difficulties that may impact the timely or effective completion of a task, milestone, or the Project.

Should support be provided by other contractor personnel or groups outside the Project, during this period the assigned personnel or groups shall be dedicated and responsible to the Project Manager. The Project Manager shall have full authority to assign task priority as required to meet the requirements of the Project.

The Contractor's Project Manager shall serve as SFRTA's primary point of contact for all matters relating to the development and implementation of the AFCS, including the approval of scheduled service outages, coordination of routine and special service outages, coordination of routine and special product scheduling requirements and requests, coordination of Change Order and other activities, and notification to Contractor of anticipated or actual problems relating to SFRTA's requirements for the AFCS.

- ii). Contract Manager – The Contractor shall designate one individual to serve as the principal Project Manager.

Once each calendar month, or more often as determined by SFRTA, the Contractor's and SFRTA's Project Managers, as well as appropriate additional personnel, shall meet, in person or by telephone as SFRTA shall indicate, to discuss the performance of their respective obligations during the preceding month, planned changes, future performance of the parties and to exchange information needed for such performance.

The Contractor's Project Manager shall serve as SFRTA's primary point of contact for all matters relating to Contract Documents, invoices, exercising of options, Change Order processing, and other matters relating to general execution of the Contract.

- iii). Oversight Management Staff – Oversight management staff, as defined in this Contract, shall have authority and control over available resources to resolve all safety, security and customer service related issues on an immediate basis while adhering to SFRTA's policies. Oversight management staff shall be available on an on-call basis during regular weekday business hours during the design phase, and shall be available within an average four (4) hours notice during installation Work.
- iv). Oversight Support Personnel – Oversight support personnel shall consist of installation staff, as well as station oversight management staff. Installation staff shall be on call on a twenty-four hour per day basis, seven days per week, during all periods when installation is in progress, and shall respond within an average four (4) hours of notification Monday-Friday by SFRTA.

### **30.5 Project Schedule**

The Contractor shall include within their PMP the detailed schedule found herein.

### **30.6 Submittals**

The Contractor shall include, as a part of the PMP methods, procedures, and controls, how the Contractor intends to identify, track, and record the status and completion of all required submittals, in addition to their adherence to SFRTA Document Control procedures.

### **30.7 Project Meetings**

The Contractor shall be required to actively participate in all meetings it is requested to attend throughout the performance of this Contract. Unless otherwise approved in writing by SFRTA prior to a meeting date, or as defined herein, all Project meetings will be held on SFRTA property at locations made available and provided by SFRTA, the Contractor will make every effort to fully cooperate in the scheduling of meetings and shall provide the required information in a timely manner to support all meetings such as the following:

- Project Kick-Off Meeting
- Design Review Meetings
- Project Status Meetings – as scheduled and required
- Installation Meetings

Meeting agendas developed by the Contractor shall be submitted to SFRTA for approval. Minutes of meetings shall be maintained by the Contractor and shall include names of attendees, significant proceedings, decisions, unresolved issues, and listing of action with assigned responsibilities. The Contractor shall submit meeting minutes to SFRTA for review and approval prior to distribution as defined herein.

#### *Project Kick-Off Meeting*

The Post Award Conference shall be conducted as defined herein.

#### *Project Status Meetings*

SFRTA shall conduct and chair Project Status (Progress) Meetings which shall be scheduled at a minimum monthly or as SFRTA deems necessary to ascertain that Work is progressing within the approved schedule and in accordance with all requirements of the Contract.

Attendees shall be representatives of SFRTA and Contractor as required to support the agenda. At a minimum both SFRTA and Contractor Project Managers and/or their designated representatives shall be in attendance at all meetings.

A typical agenda of progress meetings shall include, but not be limited to:

- Minutes of previous meeting
- Questions and issues unresolved from the previous meetings
- Review of Work accomplished since previous meeting
- Field observations, problems, and Work quality
- System and equipment design, manufacture or fabrication problems
- Product delivery problems
- Schedule changes, proposed changes, or anticipated changes
- Other business

#### Design Review Meetings

Design Review meetings shall be conducted as defined herein.

#### Implementation and Equipment Installation Meetings

The Contractor will chair and conduct Implementation and Equipment Installation Project Meetings which may be scheduled or called as SFRTA deems necessary to review Project implementation and equipment installation tasks. It is anticipated that these meetings shall begin on a monthly schedule immediately after Final Design Review with an increased frequency as these Project phases commence.

Attendees shall be representatives of the Contractor and SFRTA as required to support the agenda. A typical agenda of implementation meetings shall include, but not be limited to:

- Minutes of previous meeting
- Questions and issues unresolved from the previous meetings
- Review of tasks accomplished since previous meeting
- Field observations and problems
- Schedule changes, proposed changes, or anticipated changes
- Other business

#### Action Item Log

SFRTA shall maintain an up-to-date log of all identified action items, deliverables and Contract Data Requirements List (CDRL). These action items shall be identified and reviewed at design review meetings, weekly, bi-weekly and monthly progress review meetings, and through

correspondence. All action items shall have a responsible party assigned. No action item shall be assigned to SFRTA Project Manager without SFRTA's knowledge and prior written concurrence. Each action item in the log shall contain:

- Item Number
- Description
- Requesting Party
- Assigned Party
- Status (open / closed / in progress / deferred / etc.)
- Date Opened
- Due Date
- Date Closed
- Progress Notes
- Resolution

### **31.0 SAFETY AND SECURITY**

The Contractor assumes full responsibility for the safety and security of the Work. All Work shall be performed in a manner that will ensure the safety of personnel and the Work, and prevent safety hazards and exposure of personnel and equipment to hazardous or potentially hazardous conditions. All Work in the construction installation phase of the Project shall comply with the requirements of the Department of Labor, Occupational Safety and Health Administration (OSHA) provisions, as well as those of State and Local regulations.

The Contractor shall take all steps necessary to protect public safety in and around all Work areas, shall work in a manner so as not to present barriers in violation of ADA regulations and shall comply with all SFRTA rules and regulations including attending safety certification training. Prior to the start of revenue service on a daily basis, provisions, including the following, shall be taken to ensure public safety. Proper signage and barricades shall be placed around all Work areas to facilitate pedestrian flow and prevent personal injury. All barriers shall be made safe for people who are blind by conforming to ADA requirements regarding protruding objects and shall not be placed in a manner that will make accessible routes inaccessible. An accessible route for persons with disabilities shall be provided at all times that routes for other pedestrians are provided. If it is not feasible to provide independent use, the Contractor shall provide the highest degree of independent and convenient use feasible for people with disabilities. Any such method must be approved in writing and in advance by SFRTA. Floor surfaces shall be left in a sound and level condition, and all tripping hazards shall be eliminated. Additional safety precautions shall be taken when, in the opinion of the SFRTA Project Manager, unsafe conditions exist.

Stations and other property where and when the Contractor or its sub-contractors are engaged in Project activities shall be protected by the Contractor and/or its sub-contractors at all times. The Contractor or its subcontractors shall not create any conditions which compromise security or allow unpaid entry into or use of SFRTA services. The Contractor shall ensure that all temporary barriers required to provide adequate security in Work areas are installed and secured daily prior to the start of revenue service.

**32.0 CSX-T FLAGGING SERVICES**

Should CSX-T require flagging services, the following procedures shall be utilized.

A. The Contractor shall coordinate all Work activities that may foul active track located within 25 feet of the centerline of the closest active track with CSX Transportation (CSX-T), the operating freight railroad for the corridor. SFRTA will procure (through CSX-T) the services of a CSX-T certified safety flagperson. CSX-T will supply the flagperson(s) to the Project on an as-needed basis.

B. **Best use of Flagperson(s):** SFRTA will furnish flagperson(s) without cost to the Contractor, based on the Contractor’s submitted and approved Work schedule, provided the Contractor schedules its Work so as to make the best use of the flagmen furnished by SFRTA. The Contractor’s Work schedule is to be submitted to SFRTA no later than forty-five (45) days prior to Work activity start and shall include details of the Work to be performed, areas to be occupied, equipment to be utilized, labor force to be assigned, and the location, date and hours of the proposed Work. SFRTA reserves the right to determine the number of flagperson(s), or other employees necessary, based on the details of the Contractor’s Work plan submittals. Should the Contactor’s actual schedule vary from that which was approved, (due to unproductive use of a work day, accelerated efforts due to lack of progress, etc.) thereby causing increased costs to SFRTA, the Contractor shall be charged for the increased flagging costs, as determined by SFRTA. These costs will be deducted from each applicable monthly pay estimate, and assessed as follows:

	Hrs/Day	Mon - Fri	Sat or Sun
Straight time	Min. 8 hrs	\$50/hr	\$50/hr
Time and Half	8 – 16 hrs	\$75/hr	\$75/hr
Double Time	16 – 24 hrs	\$100/hr	\$100/hr

When adverse weather conditions, emergencies on the railroad, or corridor, or unforeseen conditions (as determined by SFRTA) make it impractical for Work to be performed by the Contractor on controlling items of Work, the above subject costs shall not be applied.

C. Once the flagperson(s) has been authorized by SFRTA, the Contractor shall coordinate locations and schedule directly with CSX-T. Current contact information for CSX-T flagperson services will be provided by SFRTA. Failure of CSX-T to provide flagperson(s) for any reason shall not be a basis of a delay claim by Contractor.

### **33.0 TERMINATION FOR DEFAULT**

a. The SFRTA may, subject to the provisions of paragraph c. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

- (1) If the Contractor fails to make delivery of materially all of the equipment and/or supplies or to perform substantially all of the Work within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other material provisions of this Contract, or so fails to make substantial progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 30 days (or such longer period as the SFRTA Contracting Officer may authorize in writing) after receipt of notice from the SFRTA Contracting Officer specifying such failure.

b. In the event the SFRTA terminates this Contract in whole or in part as provided in paragraph "a." of this article, the SFRTA may procure, upon such reasonable terms and in such reasonable manner as the Contracting Officer may deem appropriate, equipment and/or supplies or services similar to those so terminated, and the Contractor shall be liable to the SFRTA for any excess costs for such similar equipment and/or supplies or services; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this article.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor (event of Force Majeure). Such Force Majeure causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the SFRTA in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and named tropical storms and hurricanes as determined by the National Hurricane Center; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If this Contract is terminated as provided in paragraph "a." of this article, the Authority, in addition to any other rights provided in this article, may require the Contractor to transfer title and deliver to the SFRTA, in the manner and to the extent directed by the Contracting Officer,

- (1) any completed equipment and/or supplies, and
- (2) such partially completed equipment and/or supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (hereinafter

called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in the possession of the Contractor in which the SFRTA has an interest. Payment for completed equipment and/or supplies delivered to and accepted by the SFRTA shall be at the Contract sum. Payment for manufacturing materials delivered to and accepted by the SFRTA and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the CLAIMS AND DISPUTES article of this Contract. The SFRTA may withhold from amounts otherwise due the Contractor for such completed equipment and/or supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the SFRTA against loss because of outstanding liens or claims of former lien holders.

e. If, after notice of termination of the Contract pursuant to this Article, it is determined for any reason that the Contractor was not in default, of that its default was excusable, or that the SFRTA is not entitled to the remedies against the Contractor provided herein, then such termination shall be deemed a termination for the SFRTA's convenience and the Contractor's remedies against the SFRTA shall be the same as and limited to those afforded the Contractor under Section 34.0 entitled Termination for Convenience of the SFRTA below.

#### **34.0 TERMINATION FOR CONVENIENCE OF THE SFRTA**

a. The performance of Work under this Contract may be terminated by the SFRTA in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the SFRTA. Any such termination shall be effected by delivery to the Contractor a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- (1) Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
- (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract which is not terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination.
- (4) Assign to the SFRTA, in the manner, at the time, and to the extent directed by the Contracting Officer, all of the rights, title, and interests of the Contractor under the orders and subcontracts so terminated, in which case the SFRTA shall have

the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this article;
- (6) Transfer title to the SFRTA and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
  - (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination, and
  - (b) the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the SFRTA;
- (7) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the type referred to in paragraph 6. above; provided, however, the Contractor:
  - (a) shall not be required to extend credit to any purchaser, and
  - (b) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer. And, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the SFRTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by the Contractor or paid in such other manner as the Contracting Officer may direct;
- (8) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
- (9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the SFRTA has or may acquire an interest.

c. At any time after expiration of the plant clearance period, as defined in Subpart 45.6 of the Federal Acquisition Regulations (48 CFR 45.6), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the SFRTA to remove such items or enter into a storage agreement covering them.

Not later than fifteen (15) days thereafter, the SFRTA will accept title to such items and remove them or enter into a storage agreement covering the same. The list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty five (45) days from the date of submittal of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

d. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer its termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such thirty-day period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such thirty-day period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contracting Officer may, subject to any review required by SFRTA's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him/her, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

e. Subject to the provisions of paragraph d. of this article, and subject to any review required by SFRTA's procedures in effect as of the date of execution of this Contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this article, which amount or amounts may include a reasonable allowance for profit on Work done. Provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract sum as reduced by the amount of payments otherwise made and as further reduced by the Contract sum of Work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph f. of this article, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this article, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph e.

f. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph e. above upon the whole amount to be paid the Contractor by reason of the termination of Work pursuant to this article, the Contracting Officer shall, subject to any review required by SFRTA's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him/her, the amount if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (1) For completed equipment and/or supplies accepted by the SFRTA [or sold or acquired as provided in paragraph b. (7) above] and not theretofore paid for a sum equivalent to the aggregate price for such equipment and/or supplies computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges;

- (2) The total of:
- (a) The costs incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to equipment and/or supplies paid or to be paid for under paragraph f. (1) hereof;
  - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, as provided in paragraph b. (5) above, which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of equipment and/or supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (a) above; and
  - (c) A sum, as profit on (a), above, determined by the Contracting Officer pursuant to Section 49.202 of the Federal Acquisition Regulations (48 CFR 49.202), in effect as of the date of execution of this Contract, to be fair and reasonable. Provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph (c) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
- (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Contract.
- (4) The total sum to be paid to the Contractor under (1) and (2) of this article paragraph f. shall not exceed the total Contract sum as reduced by the amount of payments otherwise made and as further reduced by the Contract sum of work not terminated. Except for normal spoilage, and except to the extent that the SFRTA shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in f. (1) and (2) (a) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the SFRTA, or to a buyer pursuant to paragraph b. (7) of this article.
- g. Costs claimed, agreed to, or determined pursuant to paragraphs d., e. and f. of this article shall be in accordance with the applicable contract cost principles and procedures in Subpart 31.1 of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract.
- h. The Contractor shall have the right to appeal, under the CLAIMS AND DISPUTES article of this Contract, from any determination made by the Contracting Officer under this

article paragraph d. or f. above, except that, if the Contractor has failed to submit its claim within the time provided in paragraph d. above and has failed to request extension of such time, it shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under this article paragraph d. or f. above, the SFRTA shall pay to the Contractor the following:

- (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or
- (2) if an appeal has been taken, the amount finally determined on such appeal.

i. In arriving at the amount due the Contractor under this article, there shall be deducted:

- (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
- (2) any claim which the SFRTA may have against the Contractor in connection with this Contract; and
- (3) the agreed price for, or the proceeds of sale of, any materials, equipment and/or supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this article, and not otherwise recovered by or credited to the SFRTA.

j. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices and an amended Contract sum agreed upon.

k. The SFRTA may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the Contracting Officer, the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this article, such excess shall at SFRTA's determination be either deducted from SFRTA payments to Contractor or shall be payable by the Contractor to the SFRTA upon demand, together with interest computed at the rate of six percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the SFRTA; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

l. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to the SFRTA at all reasonable times at

the office of the Contractor but without direct charge to the SFRTA, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

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**CONTRACT No. 09-004**

**REGIONAL  
AUTOMATED FARE COLLECTION SYSTEM**

**General Provisions  
(GPs)**

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## SECTION GP1 – ABBREVIATIONS AND DEFINITIONS

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### GP1.1 GENERAL

Whenever the following abbreviations and terms appear or are referred to in the Contract Documents, they shall carry the definitions listed below unless otherwise expressly stated in the Contract Documents. Failure to capitalize defined terms shall not change the meaning of the defined term.

### GP1.2 ABBREVIATIONS

ABA	American Bankers Association
AC	Alternating Current
ADA	Americans with Disabilities Act
AFCS	Automated Fare Collection System
ANSI	American National Standards Institute
ATVM	Accessible Ticket vending machine
AGC	Automatic Gain Control
APTA	American Public Transportation Association
ATM	Asynchronous Transfer Mode or Automatic Teller Machine
AVL	Automatic Automated Fare Collection Systems Locator
AWG	American Wire Gage
BPS	Bits Per Second
CAD	Computer Aided Drafting
CADD	Computer Aided Design and Drafting
CAD/AVL	Computer Aided Dispatch/Automatic Vehicle Location
CDR	Conceptual Design Review
CD-ROM	Compact Disc-Read Only Memory
CCS	Central Computer System
CDRL	Contract Data Requirements List
COTS	Commercial Off the Shelf
CPU	Central Processing Unit
CSC	Contactless Smart Card
CSCR	Contactless Smart Card Reader
CTC	Cashbox Transport Container
CRT	Cathode Ray Tube display
DC	Direct Current
DES	Data Encryption Standard
DR	Design Review
DTE	Diagnostic Test Equipment
DVD	Digital Versatile Disc
ECP	Engineering Change Proposal
EIA	Electronic Industries Association
EMI	Electromagnetic Interference
E/O	Electrical to Optical
EPROM	Erasable Programmable Read Only Memory

EEPROM	Electrical Erasable Read Only Memory
ETC	Electronic Toll Collection
FACI	First Article Configuration Inspection
FAT	First Article Test
FCC	Federal Communications Commission
FDM	Frequency Division Multiplex
FDMA	Frequency Division Multiple Access
FDR	Final Design Review
FO	Fiber Optic
FOCS	Fiber Optic Communication System
FODS	Fiber Optic Distribution Shelf
FTA	Federal Transit Administration
GHz	Gigahertz (Frequency of One Billion Cycles per Second)
GPS	Global Positioning System
GUI	Graphical User Interface
Hz	Hertz (Frequency of One Cycle per Second)
IC	Integrated Circuit
ID	Identification
IEEE	Institute of Electrical and Electronic Counties
I/O	Input/Output
ISO/IEC	International Standards Organization
IR	Infrared
ISDN	Integrated Services Digital Network
ISO	International Standards Organization
IST	Integrated System Test
KB	Kilobyte (One Thousand Bytes, 1 Byte = 8 bits)
kHz	Kilo (1000) Hertz
LAN	Local Area Network
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LLRU	Lowest Level Replaceable Unit
M	Meters
mA	Milliampere
MB	Megabyte (One Million Bytes)
Mbps	Megabits per Second
MCBF	Mean Cycles Between Failures
MDF	Main Distribution Frame
MDT	Miami-Dade Transit
MDU	Message Display Unit
MHz	Megahertz (Frequency of One Million Cycles per Second)
MIL-STD	Military Standard
MM	Multimode
MTBF	Mean Time Between Failures
MTTR	Mean Time To Repair
MUX	Multiplexer
NEC	National Electrical Code

NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Agency
NTP	Notice To Proceed
OCU	Operator Control Unit
ODBC	Open Data Base Connectivity
OEM	Original Equipment Manufacturer
OSHA	Occupational Safety and Health Administration
PAT	Production Acceptance Test
PC	Personal Computer (IBM – compatible PC)
PCB	Printed Circuit Boards
PDR	Preliminary Design Review
PIC	Pre-installation Checkout
PIN	Personal Identification Number
POP	Proof of Payment
PROM	Programmable Read Only Memory
PSTN	Public Switched Telephone Network
QA/QC	Quality Assurance/ Quality Control
RAM	Random Access Memory
RDBM	Relational Database Manager
RF	Radio Frequency
RFP	Request for Proposals
RMAT	Reliability, Maintainability and Accuracy Test
ROM	Read Only Memory
RST	Revenue Service Test
RTCE	Revenue Transfer and Collection Equipment
RTU	Remote Terminal Unit
Rx	Receive
SAN	Storage Area Network
SFRTA	South Florida Regional Transportation Authority
STS	Special Transportation Services
SCADA	Supervisory Control and Data Acquisition
SCR	Smart Card Reader
SDD	Fare Collection System Design Description
SIC	Station Information Center
SIT	Systems Integration Test
SM	Single Mode
SONET	Synchronous Optical Network
T1	T1 Carrier System (1.544 Mbps)
TCP/IP	Transmission Control Protocol / Internet Protocol
TDM	Time Division Multiplex
TDMA	Time Division Multiple Access
TOM	Ticket Office Machine
TPU	Ticket Processing Unit
TVM	Ticket Vending Machine
UL	Underwriters Laboratories, Inc.
UPS	Uninterruptible Power Supply

UTP	Unshielded Twisted Pair
V	Volts
VAC	Volts Alternating Current
VDC	Volts Direct Current
W	Watts
WAN	Wide Area Network
XCVR	Transceiver

### GP1.3 TERMS/DEFINITIONS

Wherever the following terms are used in the Specifications, the intent and meaning shall be interpreted as follows;

1. Whenever in the Specifications the words "acceptable," "accepted," "approval," "approved," "authorized," "condemned," "considered-necessary," "deemed necessary," "designated," "determined," "directed," "disapproved," "established," "given," "indicated," "insufficient," "ordered," "permitted," "rejected," "required," "reserved," "satisfactory," "unacceptable," "unsatisfactory," or words of like import are used, it shall be understood as if such words were followed by the words in writing, "by the SFRTA" or "to the Authority," unless otherwise specifically stated.
2. Wherever the word "indicated" is used, it shall be understood to mean "as described in the Specifications," "as shown on the contract Plans," or "as required by the other Contract Documents."
3. Wherever the words "provided," "supplied," or "installed" are used in the Specifications in reference to work to be performed by the Contractor, it shall be understood to mean "furnished and delivered completed."

**ACCEPTANCE:** Reviewed for conformity to Technical Specifications and accepted, in writing, by SFRTA through issuance of a Certificate of Acceptance. Acceptance of individual components within each subsystem of the AFCS will take place after completion of installation acceptance testing, or upon use of the respective component in Revenue Service. Upon achievement of Acceptance, the Certificate of Acceptance shall be deemed to be issued.

**AFCS CENTRAL COMPUTER SYSTEM:** Refer to Central Computer System.

**ALTERATION:** A change or substitution in the form, character, or detail of the Work done or to be done within the original scope of the Contract.

**AMERICANS WITH DISABILITIES ACT (ADA):** The most current version of the federal law mandating facility and equipment accessibility requirements for persons with disabilities.

**APPROVAL:** SFRTA's written acknowledgement of acceptance.

**ASSIGNEE:** The third party to which rights and/or obligations of a contract is transferred from a contracting party (“Assignor”).

**ASSIGNMENT:** The transfer to a third party (“Assignee”) by a contracting party (“Assignor”) of its obligations and or rights under a contract.

**ASSIGNOR:** A party under contract which assigns rights and/or obligations of that contract to a third party (“Assignee”).

**AUTOMATED FARE COLLECTION SYSTEM (AFCS):** The AFCS shall include the system definition and equipment as described in the Technical Specification Section 1.1 and 1.2 combined.

**AUTHORITY:** the South Florida Regional Transportation Authority or SFRTA.

**BILL STACKER:** A module that facilitates the stacking of bills in a bill vault (TVMs).

**BILL VAULT:** A uniquely serialized locked box that holds U.S. currency notes that have been accepted on completion of a transaction and stacked by the bill stacker.

**CARD:** A credit card, debit (ATM) card or stored value card.

**CASHBOX:** The removable vault in a Farebox that secures collected bills and coins in separate compartments.

**CENTRAL COMPUTER SYSTEM:** The computer system owned and operated by and at MDC that processes the data transferred from systems and/or Station Controllers. It also stores fare tables and other AFCS and equipment parameters for data exchange and provides interfaces to other systems.

**CHANGE ORDER:**

- a. A Contract Document executed by SFRTA and issued to the Contractor increasing or decreasing the Work. The change order establishes the basis for payment and time adjustments, if any, of the Work affected by the changes.
- b. The Document becomes a part of the Contract when executed by the Contractor and SFRTA or by SFRTA in the case of a unilateral Change Order. All terms and conditions of the Contract Documents including the Specification remain as previously stated unless so noted in the text of the Change Order.

**CLEARINGHOUSE:** A financial services company that provides clearing and settlement services for financial transactions, and often acts as central counterparty.

**COIN VAULT:** A locked box in a TVM that holds collected coins.

**CONTACTLESS SMART CARD:** A credit card-sized, ISO 14443 compliant card containing an integrated circuit chip that stores data electronically. The data is read and re-encoded when the contactless smart card is used at a reader/encoder device. The contactless smart card can accommodate any fare instrument available within the AFCS.

**CONTRACT:** The written agreement executed between SFRTA, Party of the First Part, and the Contractor, Party of the Second Part, setting forth the obligations of the Parties there under, the performance of the Work as indicated in the Contract Documents and all authorized changes to this Contract issued subsequent to the execution of the Contract.

**CONTRACT AWARD:** The date the Contract is signed by the SFRTA Executive Director after SFRTA Governing Board approval.

**CONTRACT BOND:** The Performance Bond executed by the Contractor and his Surety or sureties, guaranteeing performance of the Work in accordance with the Contract and all subsequent agreements.

**CONTRACT DATA REQUIREMENTS LIST (CDRL):** The submittals required at PDR, FDR, or at other times during the procurement as described in the Technical Specifications, Appendix 3.

**CONTRACT DOCUMENTS:** All documents related to the solicitation and contract, inclusive of the General Provisions, Special Terms and Conditions, Technical Specifications, Definition of Terms, All Exhibits and Attachments, Firm's Proposal, Price Proposal, Firm's Qualification Certification, Firm's Key Employee Certification, DBE Participation Schedule, Drugfree Workplace Certification, Debarment and Suspension Certification, Certification of Restriction on Lobbying, Truth in Negotiation Certificate, Declaration of Non-Collusion Certification, Buy America Certificate, Schedule of Subcontractors, Intent to Perform as a Subcontractor, Subcontractors Certificate of Previous Payment, Monthly Subcontractor Utilization Report, Release and Affidavit, Change Order(s).

**CONTRACT DRAWINGS:** Items such as general drawings, detail drawings, graphs, diagrams, sketches, calculations, and catalog cuts which are prepared by the Contractor to detail the Work.

**CONTRACT SUM:** All monies paid to the Contractor by SFRTA for the work to be completed pursuant to the Contract Documents.

**CONTRACT TERM:** The number of days allowed for completion of the Contract.

**CONTRACTING OFFICER;** The Director of Procurement serves as the Contracting Officer for SFRTA. The term includes, except as otherwise provided in this Contract, the authorized representative of the Contracting Officer acting within the limits of his or her authority.

**CONTRACTOR:** The Prime Contractor solely responsible for the Work quality and proper functioning of the AFCS and all components thereof; the person or persons, Contractor,

partnership, corporation, or combination thereof which has entered into this Contract with SFRTA to supply the AFCS.

**CONTRACTOR PROJECT MANAGER:** the authorized CONTRACTOR representative having the responsibility to oversee and manage the day to day activities for the Project.

**CREDIT CARD:** A bank-issued card that provides credit to the user and is used for the purchase/revaluation of Fare Media.

**DAYS:** Unless otherwise designated, days as used in the Contract Documents will be understood to mean calendar days.

**DEBIT (ATM) CARD:** A bank-issued card that draws funds from the user's account and is used for the purchase/revaluation of Fare Media.

**DEFECT:** The inability of a system, subsystem, assembly, or component to perform its required function. This shall not cover expendable items that are subject to normal wear and aging unless they do not perform adequately within their expected life span, or are a contributing cause to failures in other components.

**DELIVERY:** Receipt at SFRTA of the AFCS in a sound, whole, ready to run, ready to Acceptance Testing condition. The Contractor shall complete and deliver all equipment and materials defined in the Contract Documents, to designated delivery points.

**DELIVERY POINT(S):** The location to which the end products are expected to be delivered.

**DESIGN REVIEW:** Applies to the stages of AFCS development where equipment and procedures are demonstrated prior to receiving approval to advance the effort to the next level. Stages include a Conceptual Design Review, a Preliminary Design Review and a Final Design Review.

**DIRECTOR, PROCUREMENT:** Director of Procurement for SFRTA, an official designated by SFRTA as the Contracting Officer.

**DOLLAR COIN:** This includes both the Susan B. Anthony and Sacagawea U. S. dollar coin(s).

**END PRODUCT:**

- a. The Contract item(s) to be purchased by SFRTA in accordance with the Contract Documents.
- b. End Product(s) includes, but is not limited to, drawings, specifications, instructions, books, education programs, spare parts and/or services.

**EQUAL:** The make or quality of material or equipment in this Contract, the SFRTA's decision as to whether any material or equipment proposed is equal to that specified shall be binding on both the Contractor and SFRTA.

**FAILURE:** The inability of an AFCS, subsystem, assembly, or component to perform its required function. An improper condition requiring the equipment to be withheld from or removed from service for corrective action. Refer to Specification for further details.

**FARE MEDIA:** The cards, tickets, transfers, Proof-of-Payment receipts and passes used to pay the fare or show proof of payment.

**FINAL ACCEPTANCE OF AFCS:** When all corrective actions and retrofit (if any) have been fully completed, and the AFCS is considered by SFRTA to be fully compliant with the Contract Documents.

**FIRST ARTICLE CONFIGURATION INSPECTION (FACI):** Inspection and approval of the hardware configuration for each type of AFC equipment to ensure that the technical requirements are met and to establish a baseline for the quality of workmanship to be maintained for production.

**FIRST ARTICLE TEST (FAT):** The examination of and approval by SFRTA of an initial production part, subassembly, major assembly, subsystem, or material, manufactured or assembled by either the Contractor or its subcontractors. Although the exercise of First Article Approval shall be at SFRTA's option, the Contractor shall assume that SFRTA will subject all of the above to First Article examination and approval.

**FIRST ARTICLE INSPECTION/TEST/ACCEPTANCE:** The physical examination and approval by SFRTA of an AFCS initial part, major assembly, subassembly, system, subsystem, apparatus, or material, manufactured or assembled by either the Contractor or Subcontractors. The First Article Approval establishes the baseline design and the minimum level of quality. Although the exercise of First Article Approval shall be at SFRTA's option, the Contractor shall assume that SFRTA will subject all equipment to First Article Examination and Approval.

**FLEET DEFECT(S):** Refer to section 5.3.1.

**INDICATED:** As used in these Specifications, "Indicated" shall be understood to mean, "as shown on the Contract Drawings, as described in the Specifications, or as required by other Contract Documents."

**INTELLECTUAL PROPERTY:** Information, systems, programs, processes, technology, services, methodologies, products and any other materials or rights, tangible or intangible all relating to the Project.

**INTERFACE:** The points where two or more physical subsystems or systems meet to transfer energy or information.

**LICENSEE:** One to whom a license is granted.

**LOCAL AREA NETWORK:** A data communication network used to connect multiple computer workstations in close proximity to one another, i.e., in one office or building.

LLRU (LOWEST LEVEL REPLACEABLE UNIT): The most basic component or assembly that is normally replaced in the field. The LLRU is typically at the board or assembly level and can be replaced without special tools.

MAINTENANCE, CORRECTIVE: The action performed, as a result of a failure, to restore an item to a specified condition.

MAINTENANCE, PREVENTIVE: The action performed in an attempt to maintain an equipment or operating function in a specified condition by providing systematic inspection and maintenance.

MANUFACTURER: Shall mean the original manufacturer supplying materials, equipment/Fare Collection System, or apparatus for installation or usage by SFRTA.

MATERIAL (SUPPLIES): Any substances specified for use in the construction and/or manufacture of the End Product(s), or to be furnished to SFRTA as loose items as part of the Procurement.

MDC: To mean Miami-Dade County, a political subdivision of the State of Florida.

MDT: To mean Miami-Dade Transit, a department within Miami-Dade County.

MEAN CYCLES BETWEEN FAILURES (MCBF): The arithmetic mean of the number of complete cycles of operation for a specified component or device between successive failures.

MEAN TIME BETWEEN FAILURES (MTBF): The arithmetic mean of the time between successive failures.

MEAN TIME TO REPAIR (MTTR): The arithmetic mean of the time intervals (hours) taken to return a failed piece of equipment to proper operation.

MESSAGE DISPLAY UNIT (MDU): An electronic display screen with integrated AFCS, configurable function keys and keypad that patrons can use, through menu screens, to purchase fare media from Ticket Vending Machines.

NOTICE: Shall mean a written notice.

OPTION: A unilateral right in the Contract by which, for a specified time, and at a specified price, SFRTA may elect to purchase additional equipment, supplies, or services called for by the Contract, or may elect to extend the term of the Contract.

PARTY, PARTIES: Entity(ies) entering into the Contract.

PASS (TIME BASED PASS): An encoded document that provides access to designated portions of the AFCS for a specified time period. See also "Card."

**PERMIT:** A fare media element issued to a specific individual in order to identify that individual is authorized for a reduced fare or other fare adjustment. The permit is used in conjunction with purchase of a card (for the rail AFCS) and for identification purposes upon providing payment.

**PRE-ACCEPTANCE:** Reviewed for conformity to Technical Specifications, determined solely by SFRTA to have only minor Tasks remaining for the Contractor to address (“Tasks”), and deemed and evidenced by SFRTA to have achieved Revenue Service , in writing, by SFRTA through issuance of a Pre-Acceptance Certificate for all or a portion of the AFCS.

**PROJECT:** The project as described in the Contract Documents.

**PROOF OF PAYMENT:** A method of fare collection whereby the patron purchases a ticket from a Ticket Vending Machine, which is retained by the patron for presentation to a fare inspector who roams the System and inspects tickets on a random basis.

**REDUNDANCY:** The existence in a system of more than one means to accomplish a given function, for the purpose of increasing security or reliability.

**REFERENCE:** Where the Contract Documents refer to publications or standards issued by associations or societies, the intent shall be to specify the current edition of such publications or standards in effect on the date of Contract award.

**RELIABILITY:** The probability of performing a specified function, without failure and within design parameters, for the period of time intended under actual operating conditions.

**REPRESENTATIVE:** Shall mean any duly authorized agent of SFRTA or the Contractor.

**RETROFIT:** An AFCS wide modification.

**REVENUE SERVICE:** The state in which all or a portion of the AFCS equipment is procured and installed under this contract and is operating in a live (non-test/non-pilot condition) condition by accepting, reconciling and validating transit passenger payment and/or fare products for transit travel per the Contract requirements. Pre-Acceptance Certificate(s) shall not be issued until Revenue Service has been obtained, as determined solely by SFRTA.

**ROLLING PERIOD PASS:** Time-based fare media which has a validity period not determined by calendar days. The validity period is based on date and time of purchase or validation.

**SFRTA GOVERNING BOARD;** The SFRTA Governing Board or its successors shall be the approving authority and its Chair shall execute documents on behalf of the Authority.

**SFRTA PROJECT MANAGER:** the authorized SFRTA representative having the responsibility to oversee and manage the day to day activities for the Project.

**SERVICE PROVEN:** (Also “service proven” or “proven”). The historical success of equipment/ AFCS operating for a stated minimum successful performance of scheduled Revenue Service under similar conditions at other properties and in accordance with the reliability requirements.

**SMART CARD:** A credit card size card containing an integrated circuit chip on which electronic value and data can be stored and deducted or used or a type of pass with period of validity encoded.

**SMART CARD READER:** A device used by a passenger to show that the fare has been paid when stored value fare media is used, to initialize a rolling period pass purchased from an outlet and to display fare media validity information to a passenger.

**STANDARD:** Something set up and established by an authority in the applicable profession as a rule for the measure of quantity, weight, extent, value, or quality.

**STATE:** The State of Florida.

**STATION CONTROLLER:** A computer based communications and control unit that acts as the hub for the station fare collection local area network and as a node on the fare collection wide area network. The Station Controller monitors the status of the station fare collection equipment, and stores and forwards data transmissions between the AFC Central Computer and the station fare collection equipment.

**STORED VALUE CARD:** A magnetically encoded document or smart card with a specified dollar value that provides access to designated portions of the AFCS. The value and data on the card is reduced with each use. See also Pass and Ticket.

**SUBCONTRACTOR:** An individual, Contractor partnership, corporation or joint venture to whom the Contractor subcontracts any part of the Work for the Project.

**SUBCONSULTANT:** An individual, Contractor, or corporation having a direct contract with the Contractor or with any other Subconsultant for performance of a part of the Work for the Project.

**SUPPLIER (VENDOR):** The contractor who furnishes materials/services to the Contractor. Supplier furnished materials/services shall comply with all the Contract Documents and requirements.

**SURETY:** The corporate body bound with and for the Contractor for the full and complete performance of the Work for the Project pursuant to the Contract and for the payment of all legal debts pertaining to the Work, and who executed the Performance Bond(s) furnished by the Contractor.

**TASKS:** see Pre-Acceptance.

TEA-21: The Transportation Equity Act for the 21st Century TEA-21, is the name given federal legislation (Public Law 105-178) which authorizes federal highway, highway safety, transit and other surface transportation programs.

**TECHNICAL SPECIFICATIONS:**

- a. Specifications pertaining generally to the method and manner of performing the Work and/or the qualities and quantities of equipment and materials and End Product(s) to be furnished under the Contract.
- b. The Technical Specifications may include provisions adopted and issued by SFRTA or may include other standards incorporated in the Contract Documents by reference.

**TICKET OFFICE MACHINE (TOM):** A countertop mounted item of fare collection equipment used for the sale of fare media to patrons by a ticket agent.

**TICKET VENDING MACHINE (TVM):** The freestanding, unattended equipment used by the patrons to purchase fare media.

**TRANSACTION:** The data stored by any device in the AFCS due to processing a passenger, the advent of an event and/or an alarm, the initiation of a function within the devices or the change in the status of a device, module, item of equipment or system. Sizing of memory for any device shall be based on the largest record size for any transaction generated by the AFCS.

**WARRANTY:** the CONTRACTOR's guarantee, in compliance with the warranty and guarantee provisions required by the Contract Documents, of the integrity of the Work and of CONTRACTOR's responsibility to repair or replace defective parts according to the terms of the Contract Documents.

**WIDE AREA NETWORK (WAN):** A data communication network connecting multiple workstations or local area networks (LANs) not located in close proximity to each other.

**WIRELESS LAN:** A local area network that transmits over the air typically in the 2.4 GHz or 5GHz unlicensed frequency band. It does not require line of sight between sender and receiver. Wireless base stations (access points) are wired to an Ethernet network and transmit a radio frequency over an area of several hundred feet through walls and other non-metal barriers. Roaming users can be handed off from one access point to another like a cellular phone system.

**WORK:** The words "Work," "Services," "Program," "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of the Contract.

**WORKING DAYS:** As used in the Contract Documents will be understood to mean all days excluding Saturdays and Sundays, and all locally observed Federal, and State holidays.

#### **GP1.4 ADDITIONAL DEFINITIONS**

- GP1.4.1           Wherever in the Contract Documents the words "directed," "required," "ordered," "designated," "prescribed," or similar words are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription" of the SFRTA or the SFRTA is intended unless otherwise expressly stated. Similarly, the words "approved," "satisfactory," or similar words, shall mean "approved by," or "satisfactory to" the SFRTA or the SFRTA, unless otherwise expressly stated.
- GP1.4.2           Where "as shown," "as indicated," "as detailed," or similar words are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.

#### **GP1.5 REFERENCED STANDARDS**

- GP1.5.1           Whenever the Contract Documents reference a standard, said standard shall be, unless otherwise indicated, the latest version or edition in effect on the date of Contract award.
- GP1.5.2           In the case of a conflict between referenced standards and the Contract Documents, the Contract Documents shall govern.

#### **GP1.6 RULES OF INTERPRETATION**

- GP1.6.1           The titles, headings, captions and arrangements used in these General Provisions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**END OF SECTION**

## **SECTION GP2 – PROPOSAL REQUIREMENTS AND CONDITIONS**

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### **GP2.1 EXAMINATION OF CONTRACT AND SFRTA'S FACILITIES**

The Contractor shall carefully examine and become familiar with the CONTRACT, the Contract Documents, the SFRTA's facilities, including the SFRTA's current Fare Collection System, and any other conditions or facilities potentially affecting the Work. By entering into this Contract with SFRTA, Contractor acknowledges that it has carefully examined the CONTRACT, the Contract Documents, and the SFRTA's facilities, including the SFRTA's current Fare Collection System, and has satisfied itself as to the contractual and technical requirements of the Work and all conditions potentially affecting the Work. Any failure by the Contractor to carefully and completely review the CONTRACT, the Contract Documents, the SFRTA's facilities, including the SFRTA's current fare collection system, and any other conditions or facilities potentially affecting the Work, or to acquaint itself with all available information, shall not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The SFRTA assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of any representations made, or information provided by, the SFRTA, the SFRTA or any of the SFRTA's or the SFRTA's directors, officers, employees or agents prior to the execution of the Contract. Such data is included or provided only for the convenience of the Contractor.

**END OF SECTION**

## **SECTION GP3 – AWARD AND EXECUTION OF CONTRACT**

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### **GP3.1 AWARD OF CONTRACT**

GP3.1.1 The Contract shall not be in effect until approved by the SFRTA Governing Board and fully executed.

### **GP3.2 CANCELLATION OF AWARD**

The SFRTA reserves the right to cancel the award of the Contract before the issuance of the Notice to Proceed when the SFRTA deems such cancellation to be in its best interests. In no event, will the SFRTA be liable, in any way, for the cancellation of the award or any expenses, costs or damages resulting there from with the exception of reasonable costs incurred for bonding and insurance. The Contractor assumes sole risk and responsibility for any expenses or costs it incurs prior to the issuance of the Notice to Proceed, and shall not commence the performance of the Work until receipt of the Notice to Proceed (NTP).

### **GP3.3 ADDITIONAL BOND SECURITY**

If any Surety upon any Bond furnished in connection with the Contract becomes unacceptable to the SFRTA in accordance with the requirements of STC Section 22, Bonds and Insurance , the Contractor shall promptly furnish another Surety acceptable to the SFRTA to protect the interests of the SFRTA and of persons or firms supplying labor or materials in the prosecution of the Work.

### **GP3.4 EXECUTION OF CONTRACT**

After Award, but prior to NTP, the Contractor shall deliver the following, properly executed: the Bonds; and certificates of insurance to SFRTA as directed by SFRTA. SFRTA will execute all copies of the Contract and will give one original of all executed forms to the Contractor.

### **GP3.5 FAILURE TO EXECUTE CONTRACT**

Failure of the Contractor to whom the Contract is awarded to execute the Contract, to submit Bonds or to submit proof of insurance, as provided herein, shall be just cause for the cancellation of the Award. Furthermore, the Contractor shall be liable to the SFRTA for all damages arising from said failure and/or cancellations.

END OF SECTION

## SECTION GP4 – SCOPE OF WORK

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### GP4.1 INTENT OF CONTRACT DOCUMENTS

- GP4.1.1 The order of precedence of the Contract Documents shall be as follows:
- (A) Change Orders to the Contract.
  - (B) The Notice to Proceed.
  - (C) Special Terms and Conditions.
  - (D) General Provisions.
  - (E) Scope of Work/Technical Specifications.
  - (F) Contract Drawings.
  - (G) Referenced codes and standards.
  - (H) The Executed Contract Forms.
  - (I) The Bonds.
  - (J) All required insurance.
- GP4.1.2 The Contract Documents describe the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, generally accepted industry practice shall be followed and only new materials and workmanship of the highest quality shall be used.
- GP4.1.3 The Contractor shall check all furnished Contract Documents immediately upon receipt and shall immediately notify the SFRTA of any discrepancies therein. The Contractor shall be solely responsible for any costs or damages incurred by Contractor as a result of not reporting such discrepancies to SFRTA.
- GP4.1.4 Minor omissions from the Contract Documents of details of Work which are necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve the Contractor from performing such omitted details of Work but such details shall be performed as if set forth and described in the Contract Documents.
- GP4.1.5 Anything mentioned in the Technical Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Technical Specifications, shall be treated as if shown

or mentioned in both. In case of a discrepancy in the figures or information mentioned in either the Contract Drawings or Technical Specifications, the Contractor shall promptly submit the matter to the SFRTA, who will provide a written decision to the Contractor to resolve the discrepancy.

GP4.1.6 In case of differences between small and large scale drawings, the drawings showing greater detail shall govern. Schedules on drawings shall take precedence over conflicting notations on drawings. In the event of discrepancy between any scaled dimensions on drawings and the figures written thereon, the figures shall govern over the scaled dimensions, unless otherwise indicated.

## **GP4.2 USE AND POSSESSION PRIOR TO COMPLETION**

GP4.2.1 The SFRTA has the right to take possession of or use any completed portion or partially completed portion of the Work. Such possession or use shall not be deemed as acceptance of the Work or any portion thereof. While the SFRTA is in possession of such portion of the Work, the Contractor shall be relieved of the responsibility for loss or damage to only that portion of the Work, except for loss or damage resulting from the Contractor's, Subcontractor's or Supplier's fault or negligence. The Contractor shall, however, remain responsible for completion of such portion of the Work in accordance with Contract Documents.

GP4.2.2 Notwithstanding the use and possession by the SFRTA of any completed portion or partially completed portion of the Work, the applicable time period for the Contractor's guarantee, Warranties and Warranty Bond shall not commence until issuance of the Certificate of Acceptance of Final Inspection or said portion of the Work is put into Revenue Service as set forth in the Contract Documents.

## **GP4.3 OTHER CONTRACTS**

GP4.3.1 The SFRTA may undertake or award contracts associated with this Contract to others for additional work, and the Contractor shall fully cooperate with such other contractors and the SFRTA in the performance and scheduling of such additional work and vice versa. The Contractor shall not interfere with, hinder or delay the performance of Work by other contractors or the SFRTA and vice versa.

GP4.3.2 The Contractor shall provide to the SFRTA all necessary drawings, dimensions, data and other information necessary to ensure the complete, integrated and proper design, manufacture, installation and

operation of interfacing and connecting parts and systems as may be required by any contractor performing work under or pursuant to another SFRTA contract that interfaces with any portion of the Work. The exchange of information will be coordinated by the SFRTA, subject to the appropriate Non-Disclosure Agreements being in place with the contractor requesting said information, and one (1) hardcopy and three (3) electronic copies of all the Contractor's data, drawings and correspondence relating to the above shall be furnished to the SFRTA. Nothing in the Non-Disclosure Agreements shall prevent SFRTA from filing for the declaratory judgment discussed below. The parties agree that the Non-Disclosure Agreement shall be substantially the same as the example agreement provided in Exhibit 25.

If Contractor deems certain documentation to be proprietary and/or exempt from any Florida law, rule or regulation regarding public records, including but not limited to the Florida's Public Records Law contained in ch. 119, F.S. ("Public Records Laws") it must, at the time of document(s) delivery to SFRTA, identify those documents as proprietary by placing the word "Proprietary" on the upper right hand corner of each page of said document(s), regardless of whether the document(s) are provided electronically or in a hardcopy format.

In the event the SFRTA receives a public records request for said document(s), SFRTA will provide the Contractor's Project Manager with a copy of the request. No later than three (3) business days following SFRTA's transmittal of the public records request to the Contractor's Project Manager, the Contractor shall provide SFRTA with a written explanation justifying why any of the requested document(s) are, in the Contractor's opinion, exempt from the Public Records Laws. SFRTA will notify the Contractor in writing of its decision regarding the requested document(s), however, in no event will SFRTA delay release of the document(s) to permit the Contractor to seek an injunction if SFRTA deems the document(s) to be non-exempt from disclosure under the Public Records Laws. If, upon receipt of such a request, SFRTA is in doubt as to the exempt status of the records requested, SFRTA at its sole discretion, may file, with a circuit court within SFRTA's service territory that has jurisdiction, a request for declaratory judgment as to whether the document(s) are public records. If SFRTA files such a court action, the Contractor shall indemnify and hold harmless SFRTA from any and all costs associated with this request for declaratory judgment, including but not limited to SFRTA's attorneys' fees and costs. In the event that the circuit court rules that the requested document(s) are public records, SFRTA shall comply with the court's decision. SFRTA shall not be required to appeal the court's decision and the parties agree that SFRTA shall not incur any liability for damages of any kind that the

Contractor may incur in the event the document(s) are provided to the public in compliance with the court's order.

The parties agree that the Contractor may, at its sole cost and expense, seek an injunction against SFRTA's release of the document(s) which are the subject of any public records request and/or to appeal any court's decision on that subject, but that SFRTA has no obligation to do either. The parties acknowledge that SFRTA and its employees and officers have an obligation to comply with the Public Records Laws and with any court order that determines that records are public. The parties also agree the SFRTA and its employees and officers shall not incur any liability for any damages the Contractor may incur in the event the Contractor does not obtain an injunction before SFRTA either complies with: (1) a public records request, as long as SFRTA has followed the process for notifying the Contractor as provided in this section; or (2) a court's order. The Contractor shall bear all responsibility and costs, including but not limited to attorney's fees, for any such injunction or appeal.

GP4.3.3 The SFRTA shall timely notify the Contractor if there are any other contracts or subcontractors with which the Contractor will need to coordinate with the SFRTA.

#### **GP4.4 INDEPENDENT CONTRACTOR**

GP4.4.1 The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the Work required under the terms of the Contract Documents. The Contractor shall be liable for its own acts and omissions as well as those of its employees, agents, Subcontractors and Suppliers. Nothing contained herein shall be construed as creating an employment or agency relationship between the SFRTA and the Contractor.

GP4.4.2 Terms in the Contract Documents referring to direction from the SFRTA shall be construed as providing for direction as to policy and the result of the Work only, and not as to means by which such result is obtained.

#### **GP4.5 VALUE ENGINEERING INCENTIVE**

GP4.5.1 Value Engineering is defined as cost reduction proposals initiated and developed by the Contractor for changing the requirements of the Contract Documents. This provision does not apply to any such

proposal unless the proposal is specifically identified by the Contractor, at the time of submission to the SFRTA, as a proposal submitted pursuant to this provision. The cost reduction proposals contemplated are those that:

- (A) Would result in less costly items than those specified in the Contract Documents without impairing any of their essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features; and
- (B) Would require, in order to be applied to the Contract, a Change Order to the Contract.

GP4.5.2

Cost reduction proposals, as defined herein, will be processed in the same manner as prescribed for any other proposal which would likewise necessitate issuance of a Change Order. At a minimum, the following information shall be submitted by the Contractor with each such proposal:

- (A) A description of the difference between the Contract Documents and the proposed change, and the comparative advantages and disadvantages of each;
- (B) An itemization of the requirements of the Contract Documents which must be changed if the proposal is adopted and suggested wording for revisions required;
- (C) An estimate of the reduction in costs that will result from adoption of the proposal taking into account the costs of implementation by the Contractor, and the basis for the estimate;
- (D) A prediction of any effects the proposed change would have on other costs to the SFRTA such as the SFRTA-furnished property costs, costs of related items, and costs of maintenance and operation; and
- (E) A statement of the time by which a Change Order adopting the proposal must be issued so as to obtain the maximum cost reduction during the remainder of the Contract, noting any effect on maintaining the Project Schedule.

GP4.5.3

The SFRTA shall not be liable for any delays in acting upon, or for any failure to act upon, any proposal submitted pursuant to this provision. The decision of the SFRTA as to the acceptance or rejection

of any such proposal shall be final and binding upon the Contractor and shall not be the basis for a claim pursuant to GP4.8. Unless and until a Change Order adding such proposal to the Contract is issued, the Contractor shall remain obligated to perform the Work in accordance with the Contract Documents. The SFRTA, at its sole discretion, may accept, in whole or in part, any cost reduction proposal submitted pursuant to this provision by issuing a Change Order which will identify the cost reduction on which it is based.

GP4.5.4 If a cost reduction proposal submitted pursuant to this provision, or any part thereof, is accepted as a value engineering change under the Contract, an equitable adjustment in the Contract Sum and in any other affected provisions of the Contract Documents shall be made in accordance with this provision and STC Section 25. If the equitable adjustment involves a reduction in the Contract Sum, it shall be established by determining the amount of the total estimated decrease in the Contractor's cost of performance resulting from the adoption of the cost reduction proposal, taking into account the cost of implementing the change by the Contractor; however, the reduction in Contract Sum shall not be less than an amount equal to 50% of Contractor estimated net savings.

#### **GP4.6 DELETED**

#### **GP4.7 FACILITIES FOR CONTRACTOR**

GP4.7.1 SFRTA shall provide office space suitable to, and for use by, the Contractor and its representatives (not to exceed two persons working out of the office space at any time) for overseeing the Contract, performing inspections, witnessing tests, maintaining records, maintaining quality assurance and reviewing design and configuration changes. Such office space shall be adequate for the intended purposes and shall be furnished, maintained, cleaned and security protected as necessary by SFRTA. Access to the Work and office space shall be available on a regular work schedule basis, if required for the Work.

#### **GP4.8 OPERATIONS AND STORAGE AREAS**

GP4.8.1 To the extent that any portion of the Work is performed on the SFRTA's property, all operations of the Contractor, including storage of materials and equipment, shall be confined to areas authorized and approved by the SFRTA in writing.

GP4.8.2 Temporary buildings, storage sheds, shops, offices and the like, to be located on the SFRTA's property, may be provided and used by the Contractor only with the prior written approval of the SFRTA, and shall be built with labor and materials furnished by the Contractor at no expense to the SFRTA. Such facilities shall remain the property of the Contractor and shall be removed by it at its expense prior to the

completion of the Contract or within fifteen (15) days written notice from the SFRTA.

GP4.8.3 Limited parking facilities for the Contractor's and its Subcontractor's and Supplier's personnel will be provided by the SFRTA, on its property, in an area(s) to be determined by the SFRTA. Additional parking facilities for the Contractor's and any Subcontractor's or Supplier's personnel shall be the Contractor's responsibility.

#### **GP4.9 CONTRACTOR'S OFFICE**

At least one-hundred-eighty (180) days prior to the shipment of the first AFCS/miscellaneous equipment related to the AFCS, to the SFRTA's property and thereafter, until the issuance of the Certificate of Acceptance by the SFRTA, the Contractor shall maintain an office in Miami-Dade County, Florida, to maintain close communication with the SFRTA.

**END OF SECTION**

## **SECTION GP5 – CONTROL OF MATERIALS**

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### **GP5.1 SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

- GP5.1.1 For the purposes of GP5.1, only, the term "materials" shall mean all material, equipment, systems, subsystems, components, hardware of the AFCS, and parts and products furnished for incorporation into, or necessary to complete the AFCS or any other portion of the Work.
- GP5.1.2 Any and all materials in the possession of the Contractor, its Subcontractors or its Suppliers and designed or intended for use in the Work shall be clearly marked or otherwise designated as a portion of the Work to which the Contract refers and shall be segregated from other materials belonging to the Contractor, its Subcontractors or its Suppliers.
- GP5.1.3 The Contractor shall furnish all materials except those materials to be furnished by the SFRTA as expressly designated in the Contract Documents.
- GP5.1.4 Notwithstanding any prior inspection or approval, only materials conforming to the requirements of the Contract Documents shall be utilized by the Contractor.
- GP5.1.5 The materials furnished by the Contractor shall be new and not used or refurbished except as otherwise provided in the Contract Documents. The materials shall be manufactured, handled, and used in a proper and workmanlike manner to ensure that the Work is completed in accordance with the Contract Documents.
- The materials furnished shall conform to the requirements of the Contract Documents for the purposes specified, with properties necessary to withstand, safely and reliably, the strains and stresses to which they will be subjected in normal and/or expected operation.
- GP5.1.6 In addition to inspection and testing performed by the Contractor, materials shall be subject to inspection and testing by the SFRTA, at the SFRTA's discretion, at the place of production or manufacture, at the shipping point and at the destination. Inspection and testing, or the lack thereof, of materials by the SFRTA does not relieve the Contractor from responsibility regarding any defect therein or other failure to meet the requirements of the Contract Documents and shall not be considered as a guarantee of acceptance of any materials furnished by the Contractor.

## **GP5.2 WARRANTIES, REPRESENTATIONS AND COVENANTS**

GP5.2.1 The Contractor warrants, affirmatively represents and covenants as follows:

- (A) The Contractor shall utilize its best efforts in performing the Work;
- (B) The AFCS, the Work and all material, systems, subsystems, components, parts, equipment, products, hardware and software systems furnished pursuant to the Contract Documents are, shall be, and shall perform, in accordance and conformance with the requirements of the Contract Documents;
- (C) Title conveyed under the provisions of the Contract Documents is and shall be good and its transfer rightful and marketable and all AFCS, goods, materials, supplies, systems, subsystems, components, parts, equipment, products, hardware and software delivered, supplied, or returned to the SFRTA are and shall be free of all security interests or other liens, claims, or encumbrances whatsoever. Contractor also hereby agrees to warrant and defend the same against all persons lawfully claiming whole or any part thereof;
- (D) The AFCS, all material, systems, subsystems, components, parts, equipment, products, hardware and software furnished pursuant to the Contract Documents and all other portions of the Work are and shall be: free from defective and inferior workmanship, as defined in GP5.2.2, materials, equipment and/or workmanship; fit, sufficient, and of good quality; properly manufactured, rehabilitated, and/or repaired; and in compliance with all applicable laws, codes, regulations, and standards. Any goods, supplies, systems, equipment, design and Work found not to be in accordance and conformance with the requirements of the Contract Documents within one year from the date of final acceptance shall be repaired, remedied or replaced hereinafter called "corrective work," by the Contractor, free of all charges including transportation.
- (E) All AFCS licenses and any AFCS functions, including any required customization, do and shall meet the material requirements of the Contract Documents, are and shall be consistent with any additional written representations or warranties of the Contractor;

- (F) The AFCS, all material, systems, subsystems, components, parts, equipment, products, hardware and software furnished pursuant to the Contract Documents and all other portions of the Work are, and shall be, free of the rightful claim of any person or entity for patent or trademark infringement;
- (G) The Contractor shall deliver to the SFRTA all of the AFCS required to be furnished pursuant to the Contract Documents and/or required or necessary to deliver, install and integrate: AFCS; and the other portions of the Work and none of the AFCS or the SFRTA's use thereof will infringe any intellectual property rights of any third party.
- (H) The Contractor shall ensure, consistent with applicable industry standards, that the AFCS including, without limitation, any and all customizations thereto, shall be documented in a manner consistent with Contract Documents and the best standards of the industry;
- (I) During the performance of the Work, free of charge, and, for a minimum of two (2) years after the issuance of the Certificate of Acceptance, at preferred customer rates, the Contractor shall provide AFCS and software upgrades and support to the SFRTA. The Contractor shall ensure that the latest, most up-to-date, version of application and operating AFCS and software that has been released is installed in the Work, which may require multiple upgrades by the Contractor. Within two (2) years after the issuance of the Certificate of Acceptance, in the event that the Contractor should cease to support or repair the AFCS or software, the Contractor shall provide to the SFRTA, at no cost to the SFRTA, Automated Fare Collection Systems and/or software of like features and functionality at no additional cost to the SFRTA;
- (J) 1. The Contractor and all of its Subcontractors and Suppliers shall, at the expense of the SFRTA, enter into a AFCS escrow agreement with the SFRTA and a nationally recognized AFCS escrow agent acceptable to the SFRTA, which agreement shall contain terms acceptable to the SFRTA and pursuant to which the Contractor and all of its Subcontractors and Suppliers shall be obligated to deliver to the escrow agent there under, a copy of all source codes and the AFCS libraries used or necessary for the creation or the design of the object code version of, and the operation of, the AFCS, together with any compilers, linkers, loaders, or other utilities, AFCS libraries, the written documentation used

or prepared in connection therewith, which documentation shall be reasonably sufficient to enable the SFRTA to recreate the object code version of the AFCS from such source code, compilers, linkers, loaders, and utilities, and anything else designated by the SFRTA (collectively, the "Escrowed Materials"). Thereafter, for a period of three (3) years following issuance of the Certificate of Acceptance, the Contractor shall supplement and replace the Escrowed Materials after every major release, with the form of the AFCS most recently provided or delivered by the Contractor to the SFRTA for the Work. The Contractor, on a yearly basis, shall certify to the SFRTA that the Contractor is fully in compliance with the foregoing escrow provisions. The SFRTA shall also be entitled, at its own cost and expense, to retain the escrow agent to verify, by whatever means are then available, the contents of the Escrowed Materials.

2. The AFCS escrow agreement shall commence upon the issuance of Certificate of Acceptance by the SFRTA and shall remain in effect for three (3) years thereafter. If during the operation of the AFCS escrow agreement, the Contractor or any of its Subcontractors or Suppliers cease doing business, or the Contractor fails to perform its warranty or other obligations under the Contract Documents, then the AFCS and other items held in escrow and delivered by said entity shall be immediately delivered to, and become the property of, the SFRTA, free of all costs or claims.

- (K) The AFCS and all other materials, systems, subsystems, components, parts, equipment, products, hardware and software furnished pursuant to the Contract Documents, including, without limitation, any and all enhancements, upgrades, customizations, modifications and the like containing or calling on a calendar or date-related function, including, without limitation, any function indexed to a CPU clock, and any function, including any that translate century data received from interfacing applications, providing specific dates or days, or calculating spans of dates or days, or otherwise manipulating, calculating, comparing or sequencing dates or date-related or date-derived data, shall correctly record, store, process, provide, and, where applicable, insert true and accurate dates and correctly perform such manipulations, calculations, comparisons and sequencings for

the dates. Without limiting the generality of the foregoing AFCS, all related equipment, hardware software and all other materials, systems, subsystems, components, elements, parts, and products shall also correctly recognize leap years as any non-century year divisible by 4, and any century year divisible by 400.

GP5.2.2 For purposes of only GP5.2, unless otherwise expressly stated in the Contract Documents, "defective or inferior" shall mean any condition, malfunction, or failure, whether patent or latent, whereby an AFCS, inclusive of system, subsystem, component, part, equipment, product, hardware, software, material, or other portion of the Work shall, require repair, replacement, or other than routine maintenance; cause the AFCS or other portion of the Work to cease operating or operate in a degraded mode; inflict damage or harm on any portion of the AFCS or other portion of the Work; or otherwise fail to conform to the requirements of the Contract Documents, excluding any such condition, malfunction or failure caused by SFRTA's abuse or neglect, including but not limited to improper or insufficient maintenance or use in other than specified conditions, or caused by damage resulting from accident, vandalism, improper storage, improper handling, improper repair, improper testing, reconfiguration by SFRTA, or Acts of God.

GP5.2.3 The Contractor shall support the AFCS per the requirements of Technical Specifications Section 1.7 The SFRTA shall have the right to perform normal and routine maintenance in accordance with the manufacturer's recommended parts and maintenance procedures and periodic inspections of, or on, any portion of the Work without voiding any warranty, guaranty or covenant provided pursuant to the Contract Documents or otherwise. GP5.2.4 Unless otherwise expressly stated in the Contract Documents, the period(s) for the Warranties and guarantees set forth in, referenced in, included in, or required by, the Contract Documents or otherwise expressly made by the Contractor shall commence:

- (A) For the AFCS, when the Certificate of Acceptance of Final Inspection is issued, or for any part of the AFCS, excluding software, when it is first used in Revenue Service by the SFRTA or if a written Pre-Acceptance Certificate is issued, whichever occurs first; and shall run for a period of two (2) years.

Each Pre-Acceptance Certificate shall include a written list of the Tasks which need to be completed in order for the Certificate of Acceptance to be issued, as determined solely

by SFRTA. The Contractor shall have sixty (60) days in which to complete the Tasks (the "Task Period") and once completed, SFRTA shall issue the applicable Certificate of Acceptance. However, should the Contractor fail to complete the Tasks within the Task Period, the Warranty which commenced at the issuance of the Pre-Acceptance Certificate shall be extended beyond the two (2) year period by the amount of time equal to the time it takes the Contractor to complete the Tasks in excess of the Task Period.

(B) For each spare part provided pursuant to the Contract Documents, and all other equipment, material and products provided pursuant to the Contract Documents and the remaining portions of the Work, which are not warranted pursuant to above, when the Certificate of Acceptance is issued or when the spare part, the other equipment, material or product or remaining portion of the Work is first used in Revenue Service, whichever occurs first for each such item or portion of the Work, and shall run for a period of three (3) years thereafter.

GP5.2.5

(A) Prior to the acceptance by the SFRTA of the corresponding portion of the Work, the Contractor shall cause any warranties and/or guarantees received from Subcontractors, Suppliers and manufacturers to be made directly to the SFRTA, or if made to the Contractor, the Contractor shall immediately assign the warranty and/or guaranty to the SFRTA and shall furnish the SFRTA with written evidence of such warranties and guarantees and any assignment thereof. As necessary, all such warranties and guarantees shall be promptly enforced by the Contractor for the SFRTA's benefit.

(B) The aforesaid warranties and/or guarantees are in addition to, and are not intended to be nor shall be substituted for, the Contractor's warranties and guarantees.

(C) If the maker of the aforesaid warranties or guarantees fails to fulfill its obligation there under, the Contractor shall fulfill such obligation of the warrantor or guarantor and reimburse the SFRTA for any costs incurred by the SFRTA in replacing defective or inferior Work, hardware, AFCS, subsystems, components, parts, equipment or other materials covered by any such warranty or guaranty.

GP5.2.6 If, within the applicable warranty period, the warranted or guaranteed Work, the AFCS, its systems, subsystems, components, parts, equipment, products, hardware, software, or other materials need to be repaired or replaced because of defective or inferior material, equipment, parts or workmanship, because of a failure to conform to the requirements of the Contract Documents or because of some other failure to adhere to an applicable warranty or guaranty, the SFRTA will so inform the Contractor in writing and the Contractor shall, within a time specified in GP5.2.7, and without additional expense to the SFRTA:

- (A) Repair or replace all such warranted or guaranteed Work;
- (B) Repair or replace all damage to equipment, any building or contents thereof, which results from such warranted or guaranteed Work; and
- (C) Repair or replace materials, equipment and parts that are damaged in fulfilling the warranty or guaranty.

- GP5.2.7
- (A) Within fifteen (15) days after receipt of written notification from the SFRTA, pursuant to GP5.2.6, the Contractor shall either agree that the defective or inferior Work, AFCS, its system, subsystem, component, part, equipment, product, hardware, software, or other material is covered by warranty or guaranty, or reserve judgment, until the Work, the AFCS, its system, subsystem, component, part, equipment, product, hardware, software, or other material is inspected and tested by the Contractor.
  - (B) If the Contractor reserves judgment, the Contractor shall perform any inspections and tests necessary to verify the existence of the defective or inferior Work, AFCS, its system, subsystem, component, part, equipment, product, hardware, software, or other material, or other non-compliance with the applicable warranty or guaranty, within the first seven (7) days of receipt of the fifteen (15) day written notification stated in Part A of this section.
  - (C) When the Contractor agrees that a portion of the Work is covered by warranty or guaranty and warranty repair or replacement is required, the SFRTA and the Contractor shall agree, within five (5) days of such decision, on the exact scope of the repair, replacement or other work to be performed under the warranty. If no agreement is obtained

within the five (5) day period, the SFRTA reserves the right to commence the repair, replacement or other work in accordance with GP5.2.9. Such cost(s) for the replacement or work required shall be borne by the Contractor. The SFRTA reserves the right to make payment adjustments based on any cost(s) associated with this provision.

(D) After the Contractor has agreed that a portion of the Work is covered by warranty or guaranty and has mutually resolved with the SFRTA the work necessary to properly complete the repairs or replacement, as defined in GP5.2.6, the Contractor shall promptly commence, no later than ten (10) days thereafter, such work, and shall promptly complete such work.

GP5.2.8

(A) The SFRTA, consistent with its operational needs, will make the defective, inferior or non-conforming portion of the Work, AFCS, its system, subsystem, component, part, equipment, product, hardware, software, or other materials available to enable timely completion of repairs, replacement or other work in accordance with GP5.2.

(B) The Contractor, its Subcontractor or its Supplier may be permitted to use the SFRTA's facilities to perform warranty work, provided that such work does not interfere with or potentially violate the requirements of any of the SFRTA's labor or other agreements, is conducted during normal business hours, does not interfere with other the SFRTA activities, and is performed in accordance with the SFRTA's operational needs, policies and directions. At the SFRTA's option, however, the Contractor may be required to remove the defective, inferior, or non-conforming portion of the AFCS, including, but not limited to, any portion of the system, subsystem, component, part, product, hardware, or other material from the SFRTA's property while the repairs, replacement or other work is being performed. The Contractor shall bear all costs of transporting the portion of the AFCS, its system, subsystem, component, part, product, hardware or other material.

(C) Any damage to the SFRTA property caused by the Contractor, its Subcontractor or its Supplier in performing such repair, replacement, or other work shall be the sole responsibility of the Contractor and shall be promptly corrected at the Contractor's expense.

- (D) The Contractor shall provide, at its own expense, all parts, tools, and labor required to complete repairs, replacement or other work.
- (E) Additionally, if the repair, replacement, or other work involves or requires the redesign or modification of any AFCS, including but not limited to the system, subsystem, component, part, product, hardware, or equipment, the Contractor, at its sole expense, shall promptly revise and update all manuals, documents, and data affected thereby.

GP5.2.9 Should the Contractor : agree that a defective, inferior, or non-conforming portion of the Work is covered by warranty or guaranty and; (1) fail to proceed within the time specified by GP5.2; or (2) fail to proceed in accordance with the applicable warranty or guaranty, then the SFRTA may have such Work performed by itself or others and the costs of such Work shall be the responsibility of the Contractor and may be deducted at SFRTA's sole discretion from monies due, or to become due, to the Contractor under the Contract or any other contract with the SFRTA. The SFRTA and the Contractor shall each have the duty to make good faith efforts to mitigate damages. In the event that final payment under the Contract has been made, the Contractor shall, within thirty (30) days notification from the SFRTA, reimburse the SFRTA for any such costs in excess of the retention monies held by SFRTA at that time.

GP5.2.10 If Warranty Work, pursuant to GP5.2, is performed by or on behalf of the SFRTA, the following will apply:

- (A) The SFRTA or its representative may use systems, subsystems, components, parts, products and equipment available from its own stock or those supplied by the Contractor specifically for the delivery and installation of the AFCS. The Contractor shall provide the replacement part for each failed system, subsystem, component, part, product or equipment with a new or repaired system, subsystem, component, part, product or equipment, or reimburse the SFRTA for the costs of the replaced system, subsystem, component, part, product or equipment, within thirty (30) days of receiving such a request. All costs associated with delivering or installing the replaced system, subsystem, component, part, product or equipment shall be borne by the Contractor.
- (B) The SFRTA or its representative may request, in writing, that the Contractor supply replacement systems, subsystems,

components, parts, products or equipment for warranty-covered repairs or replacement being performed by, or on behalf of, the SFRTA. The Contractor shall commence replacement of these subsystems, components, parts, products or equipment to the SFRTA within seven (7) days after receipt of such a request. For any part with a delivery date in excess of thirty (30) days, the Contractor shall immediately notify the SFRTA of the reason for the delay and what efforts the Contractor is pursuing to expedite delivery.

- (C) The Contractor may request that replaced systems, subsystems, components, parts, products and equipment covered by warranty be returned to the Contractor, with all costs being borne by the Contractor.
- (D) The SFRTA shall be fully reimbursed by the Contractor for all labor, parts and other costs for all such warranty repair or replacement work performed by, or on behalf of, the SFRTA.
- (E) The performance of any warranty work by the SFRTA shall not relieve the Contractor of any responsibility or obligations under the Contract Documents, the applicable warranty or otherwise.

GP5.2.11 If any portion of the Work for the AFCS, including but not limited to, the system, subsystem, component, part, product, hardware or equipment is delivered, installed or, or replaced during the applicable warranty period, the properly delivered, installed or replaced portion of the AFCS, including but not limited to, the system, subsystem, component, part, product, hardware or equipment shall have the remaining warranty period of the original warranty at the time of the date of written notice of the defective, inferior, or non-conforming portion of the AFCS; system, subsystem, component, part, product, hardware or equipment provided that all repairs shall be warranted for a minimum of thirty (30) days, subject to the repaired part(s) being installed within ninety (90) days. All manufacturers' warranties on new parts shall be transferred to the SFRTA at the conclusion of the Contractor's two (2) year warranty, as applicable.

GP5.2.12 (A) The Contractor shall provide a computer database record, the form of which must be approved in writing by the SFRTA, for each component, system, or subsystem of the AFCS at the time of Delivery for Acceptance Testing to the SFRTA. The database shall be created and be compatible with, and approved by the SFRTA. Information in the database shall include, at a minimum, the following:

1. Name of specific components, systems and subsystems;
2. Manufacturer name and model number of each listed component, system and subsystem;
3. Component, system or subsystem serial number;
4. The SFRTA AFCS number;
5. Acceptance date of the AFCS;
6. Warranty start date of AFCS component or system; and
7. Manufacturer AFCS identification number.

(B) Database records shall be organized for ease of screen display and printing for each AFCS. Access to the database shall be on a record-by-record basis, with each record value correctly named. An instruction manual for the use of the database shall be provided.

(C) The Contractor shall supply standardized warranty claims forms compatible with the database described in GP5.2.12. Contractor-supplied forms shall be sufficient for filing a warranty claim.

GP5.2.13 Except as otherwise set forth in the Contract Documents, the guarantees, warranties and representations set forth in, referenced in, included in, or required by, the Contract Documents are in lieu of all other warranties, express or implied, whether statutory or common law, including, without limitation, any warranty or merchantability.

GP5.2.14 As to warranties, the rights and remedies of SFRTA under GP 5.2 are exclusive. The only warranties made by the Contractor are those expressly provided herein. This warranty is in lieu of all other warranties and no other warranties of any kind shall apply, whether express or implied, including but not limited to the implied warranties of non-infringement, merchantability and fitness for a particular purpose. The remedies set forth in this warranty are the sole and exclusive remedies of the SFRTA.

### **GP5.3 RELIABILITY DEFECTS**

GP5.3.1 Where defects in, or failures of, a system, subsystem, component, part, or equipment exceed the reliability requirements set forth in the Scope

of Work/Technical Specifications, a reliability defect or failure shall be deemed to have occurred. The Contractor shall retrofit, correct, repair and/or replace any such systems, subsystems, components, parts or equipment necessary to comply with the reliability requirements as set forth in the Scope of Work/Technical Specifications regardless of whether all such systems, subsystems, components, parts or equipment provided pursuant to the Contract Documents have exhibited the defect or failure and regardless of the warranty status.

A "Fleet Defect" is understood to be:

- i). Any defect or failure, including defects or failures in design, materials or workmanship (excepting to the extent of defects or failures which the Contractor demonstrates have arisen by reason of accident, abuse, vandalism, operation beyond specified parameters, or abnormal wear and tear, improper maintenance or negligence by SFRTAs' agents, employees, licensees or invitees), or
- ii). Subject to the above exclusions from the warranties, a systemic failure to meet the specified Reliability requirements of the Contract (but only after a minimum of 6 months of operation); and where such defect or failure occurs on 20% or more of similar items, AFC Equipment, components or other part of the Work during the Warranty Period (but only after a minimum of 6 months of operation).

SFRTA's Project Manager shall provide written notice to the Contractor within a reasonable time of SFRTA's becoming aware that a Fleet Defect exists. The Contractor shall be obligated to perform all necessary remedial work required to correct and remedy such Fleet Defect on the items, AFC Equipment, components, or other part of the Work, at no additional cost to SFRTA, and shall remain responsible for the cost of any other remedial work directly related thereto. The Contractor shall provide, for SFRTA's approval, a written plan and schedule with specific timeframes for the correction of Fleet Defects.

#### GP5.3.2

In the event of the occurrence of any reliability defect or failure, as described in GP5.3.1, the SFRTA shall have the right to direct the Contractor to correct the defect or cause of the failure, including performance of any design or conduct studies or analyses of the failure, within sixty (60) days of receipt of written notice of the defect or failure from the SFRTA. If at any time and for any reason the Contractor cannot perform said actions within the sixty (60) days, the Contractor shall immediately notify SFRTA in writing of the reason

for the delay and what efforts the Contractor is pursuing to expedite completion. Should the Contractor fail to promptly and satisfactorily comply with the foregoing requirement, the SFRTA may:

- (A) Perform any design studies or analyses reasonably necessary and may thereafter require the Contractor to correct, repair, replace or retrofit any system, subsystem, component, part or equipment which is necessary for correction of the defect or failure, in which event the Contractor shall perform all work necessary to correct, repair, replace and/or retrofit all such defective or failed items within sixty (60) days of such a written request from the SFRTA;
- (B) Correct the defect or failure, including performance of any design studies or analyses reasonably necessary, by any other means; or
- (C) Direct that no corrective measures be taken and, as appropriate, modify the Contract Documents as necessary to reflect such action, including an equitable adjustment (reduction) in the Contract Sum in accordance with the STC Section 25.

GP5.3.3 The Contractor shall be liable to and shall reimburse the SFRTA for all costs incurred by the SFRTA in correcting, or obtaining the correction of, a defect or failure covered by GP5.3 including, without limitation, costs for studies, tests, materials, supplies, equipment, labor, labor fringes, transportation, overhead, and other costs reasonably necessary to perform the corrective work or analyses.

GP5.3.4 All costs incurred by the Contractor for performing studies, tests or the corrective work, or for delay incident thereto, pursuant to GP5.3, shall be solely the responsibility of the Contractor. The Contractor shall also prepare and furnish to the SFRTA all data and reports applicable to any correction required under GP5.3 (including revision and updating of all other affected data called for under the Contract Documents) at no increase in the Contract Sum. The SFRTA shall not be liable for any costs incurred by the Contractor in complying with GP5.3.

GP5.3.5 The Time of Completion shall not be extended nor shall the Contractor's liability for liquidated damages be reduced as a result of any delay in performance of the Work caused in whole or in part by compliance with GP5.3.

GP5.3.6 Any system, subsystem, component, part or equipment replaced by the SFRTA under GP5.3 will be disposed of by the SFRTA in the manner

requested by the Contractor at the Contractor's expense. If the Contractor fails to furnish disposition instructions within fifteen (15) days after the date of a written request by SFRTA to do so, the SFRTA will dispose of such items, at the Contractor's expense, in such a manner which, is appropriate under the circumstances. Such costs may be deducted from monies due, or to become due, to the Contractor.

- GP5.3.7 Risk of loss of any AFCS, subsystem, component, part or equipment while in transit to or from the Contractor, or otherwise not located on SFRTA's property, pursuant to GP5.3, shall be borne by the Contractor.
- GP5.3.8 All Contractor, Subcontractor and Supplier personnel working on SFRTA's property, pursuant to GP5.3, shall be required to comply with the SFRTA's operating rules and procedures and with any safety directive which may be in effect for that location as deemed necessary by SFRTA.
- GP5.3.9 The rights and remedies of SFRTA pursuant to GP5.3 are not intended to be exclusive and do not preclude the exercise of any other rights or remedies provided by the Contract Documents or by law.

#### **GP5.4 SFRTA-FURNISHED MATERIALS**

- GP5.4.1 The SFRTA-furnished materials, if any, will be listed or described in the Contract Documents. Such materials will be available at locations designated in the Contract Documents, or if not designated therein, will be delivered to the Work site.
- GP5.4.2 Work such as unloading, transporting from the designated delivery point, handling, storing, protecting and installing SFRTA-furnished materials shall be performed by the Contractor at its expense. The Contractor shall give the SFRTA thirty (30) days written notice in advance of the desired delivery date of the SFRTA furnished materials, except where delivery schedules are otherwise established in the Contract Documents.
- GP5.4.3 The Contractor shall be responsible for all materials furnished to it by the SFRTA and shall pay all demurrage and storage charges which may be incurred on such items. The Contractor shall inspect such materials upon receipt and shall immediately notify the SFRTA, in writing, of any damaged materials.
- GP5.4.4 If any of the SFRTA-furnished materials are lost, or damaged from any cause, after receipt by the Contractor, the Contractor shall be

liable to the SFRTA for the cost of replacing or repairing such SFRTA-furnished materials and the costs thereof may be deducted from monies due, or to become due, to the Contractor.

- GP5.4.5 SFRTA-furnished materials shall be excluded from the Warranties, Representations and Covenants provisions (Section GP5.2) and the Reliability Defects provisions (Section GP5.3).

## **GP5.5 DEFECTIVE MATERIALS**

- GP5.5.1 Systems, subsystems, components, parts or equipment for the AFCS, spare parts or other portions of the Work which are defective or otherwise do not conform to the requirements of the Contract Documents, may be rejected by the SFRTA, whether already delivered, installed or completed. If so directed by the SFRTA, the Contractor shall promptly repair or remove and replace, in a manner acceptable to the SFRTA within reasonable discretion, such system, subsystem, component, part, equipment, spare part, or portion of the Work. No compensation shall be allowed to the Contractor for such repair or removal and replacement nor shall the time for completion of the Work be extended nor shall the Contractor's liability for liquidated damages be reduced as a result of the delay in the performance of the Work caused in whole or in part by compliance with GP 5.5.

- GP5.5.2 Rejected systems, subsystems, components, parts or equipment or other portions of the Work, the defects in which have been subsequently corrected, shall not be used in the AFCS unless approved, in writing, by the SFRTA prior to any such use.

- GP5.5.3 Upon failure of the Contractor to repair, remove or replace defective or non-conforming systems, subsystems, components, parts, equipment, spare parts, or other portions of the Work, after notice in writing from the SFRTA, the SFRTA may cause the defective or non-conforming systems, subsystems, components, parts, equipment, spare parts, or other portions of the Work to be repaired, removed or replaced by others subject to the SFRTA's duty to mitigate damages. Any reasonable costs incurred by the SFRTA in having defective or non-conforming systems, subsystems, components, parts, equipment, spare parts, or other portions of the Work repaired, removed or replaced shall be borne by the Contractor and such costs may be deducted from any monies due, or which become due, the Contractor.

## **GP5.6 USE OF BRAND NAME MATERIALS OR EQUAL**

- GP5.6.1 Systems, subsystems, components, parts, equipment or other materials to be incorporated into the Work may be designated in the Contract

Documents by their brand names, the names of manufacturers and their catalog information or otherwise. The use of an "equal item" which the Contractor represents to be of at least equal quality and to have the required characteristics for the purpose intended may be permitted by the SFRTA to be utilized by the Contractor subject to the following requirements:

- (A) "Equal items" may not be used where the systems, subsystems, components, parts, equipment or other materials are designated to match others in use in the AFCS or equipment or to match maintenance facilities, equipment or practices utilized by the SFRTA in servicing or repairing systems, subsystems, components, parts, equipment or other material in use in the AFCS and equipment;
- (B) The burden of proof as to quality and suitability of an "equal items" shall be upon the Contractor and it shall furnish information necessary for such determination, as required by the SFRTA, at no additional costs to the SFRTA. The SFRTA shall be the sole judge as to the quality and suitability of "equal items" and the SFRTA's decision shall be final and binding;
- (C) Where use of an "equal item" involves redesign of, or changes to, other portions of the Work, or results in the need to use maintenance tools or equipment not in the possession of the SFRTA or procedures differing from those procedures currently used by the SFRTA, the cost and time required to effect such redesign, changes or provide any required maintenance equipment or tools in quantities determined by the SFRTA to be necessary shall be borne by the Contractor;
- (D) No tests will be made, nor action taken, relating to approval of an "equal item," until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the item proposed. To permit approval without delaying the Work, such request shall be made no less than thirty (30) days prior to the scheduled start of the related Work;
- (E) The Contract Documents may require that items be classified, rated, or certified by an organization recognized for establishing standards in the industry. Proposals for utilization of an "equal item" shall be accompanied by reports from the listed or equivalent independent testing laboratory indicating such items do comply with the requirements of the Contract

Documents. The Contractor shall obtain prior written approval from SFRTA before using any independent testing laboratories;

- (F) Approval of an "equal items" request shall only be for the characteristics or use named in such approval and shall not be used to change or modify any other requirements of the Contract Documents. Further, each approval shall be limited to the portion of the Work for which it is given; and
- (G) Any and all costs and/or delays associated with utilization of an "equal item" shall be borne by the Contractor.

GP5.6.2 The specification of a brand name, system, subsystem, component, part, equipment or other material in the Contract Documents shall not relieve the Contractor from its responsibility to complete the Work in accordance with the requirements of the Contract Documents. The Contractor shall notify the SFRTA of any brand name, system, subsystem, component, part, equipment or other material specified in the Contract Documents which the Contractor believes inappropriate, and/or no longer available, for performing the Work and shall propose a suitable substitute for consideration by the SFRTA. Change orders(s) shall be negotiated as needed.

## **GP5.7 PLANT AND FACILITY INSPECTIONS**

The SFRTA, or its authorized representative, may inspect, the Contractor's plant(s) or facility(ies) during normal business hours, any materials, parts or equipment procured or manufactured at said plant or facility, as well as, may inspect, at the source of supply, any materials, parts or equipment procured and/or manufactured by a Subcontractor or Supplier or other person, for installation into, or to be used for, the AFCS or the Work. The SFRTA, or its authorized representative, shall have escorted entry at all times, during normal business hours, to such parts of the plants that pertain to the manufacture or production of AFCS or materials, parts or equipment to be installed into or used for a AFCS or the Work. Adequate facilities to make the necessary inspection shall be furnished, at no cost, to the SFRTA. The responsibility for providing a satisfactory AFCS and materials, parts and equipment to install into, or use for, the AFCS or the Work and properly completing the Work rests entirely with the Contractor, notwithstanding any prior inspections or tests by the SFRTA, or its authorized representative.

## **GP5.8 SAMPLES**

Intentionally Omitted

## **GP5.9 CERTIFICATE OF COMPLIANCE**

- GP5.9.1 A Certificate of Compliance shall be furnished by the Contractor to the SFRTA for each lot of systems, subsystems, components, parts, equipment or other materials supplied to or used by the Contractor for the Work and the Certificate shall clearly identify such materials. The Certificate of Compliance shall be in a form acceptable to the SFRTA, shall include any test results pertaining to the materials, shall be signed by the Contractor and a representative of the Supplier, manufacturer or producer of the materials and shall certify that the materials comply in all respects with the requirements of the Contract Documents.
- GP5.9.2 Upon the receipt of written permission from the SFRTA, the Contractor may use materials prior to required sampling and testing if accompanied by a Certificate of Compliance. The SFRTA reserves the right to reject any materials on the basis of the SFRTA's review of the Certificate of Compliance.
- GP5.9.3 Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that materials are used on the basis of such Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating materials into the Work which conform to the requirements of the Contract Documents. Materials not conforming to such requirements will be subject to rejection whether installed, completed or not.

## **GP5.10 QUALITY ASSURANCE**

- GP5.10.1 SFRTA Quality Assurance Program Plan (QAPP) is based upon accepted concepts and processes, which are recognized by APTA and the FTA which have been applied successfully on other public transit projects. The following is a brief discussion and summary of the principal quality related concepts and processes as defined and as specifically applied to the Project:

The objective of the Quality Assurance program is to assure that the AFCS is designed, procured, and manufactured/constructed in accordance with established design, engineering and quality requirements as well as the requirements of the Contract Documents. These requirements provide the controls for design, procurement, installation, inspection and testing, which will enable SFRTA to be assured that the quality necessary for safe, secure and reliable operation of each transit mode provided is achieved. The Quality Assurance Program Plan (QAPP) shall ensure compliance with the requirements of the Contract Documents by the Contractor, Subcontractor and Supplier. The Contractor shall create and

implement a Quality Assurance Program Plan (QAPP) for SFRTA's AFCS Project. The QAPP shall include all those planned and systematic actions and/or activities necessary to provide SFRTA with a high level of confidence that the product(s) or services to be provided are of the highest quality throughout and shall satisfy all areas of the Contract. The QAPP shall meet the requirements of the FTA-IT-90-5001-02.1, ISO 9001-2000, and more restrictive requirement as specified herein. The Contractor's QAPP shall include processes and methods to ensure compliance with the requirements of the Contract Documents by the Contractor, subcontractor and supplier.

#### GP5.10.2 QUALITY ASSURANCE PROGRAM PLAN (QAPP)

The Contractor shall within thirty (30) days from the issuance of Notice to Proceed (NTP) establish a Quality Assurance Program Plan for the Project. This plan must include the processes and controls to be used for assuring the quality of design, production and installation. The Contractor shall submit three (3) copies of the complete QAPP for review and approval to SFRTA, Office of Quality Assurance, prior to commencement of Work or assume the sole risk and expense of costs associated with repairs and/or re-installations due to Work performed.

The Contractor shall provide SFRTA with copies of its QAPP for the Project and maintain the QAPP with the following requirements:

The QAPP shall be comprised, minimally, of;

- i. A written quality policy,
- ii. Written procedures (test and inspection),
- iii. A written statement by a duly authorized officer (executive level), stating the unyielding commitment of, and support by, the Contractor's principals and contract management personnel to the highest standards of quality through the implementation of the contract-specific QAPP activities.
- iv. The QAPP shall be updated and submitted by the Contractor as necessary throughout the duration of the Contract.

Within fourteen (14) days after submitting the QAPP, and prior to the commencing Work, the Contractor shall meet with SFRTA to discuss the Quality Assurance Program Plan, in order to obtain a mutual understanding of the QAPP and the SFRTA Quality program to include, minimally, the following topics:

- Control activities
- Role of SFRTA
- Role of SFRTA's consultant
- Role of Contractor's QA Representative

- SFRTA administration and QA audits (Contractor and sub-contractors)
- SFRTA/Contractor roles and responsibilities for testing, inspection, auditing and monitoring
- Forms and documentation for recording activities
- Lines of communication and notification responsibilities

The Contractor's Quality Assurance Program Plan and associated activities, shall be subject to SFRTA's verification at any time. Verification may include, but will not be limited to the following:

1. Surveillance of the operations
2. Auditing of Contractor, subcontractors and vendors
3. Inspection to measure quality of the items to ensure compliance with all requirements; and
4. Review of Quality Records.

Contents of QAPP: The QAPP shall describe in detail all elements of the QA System the Contractor proposes to implement for the Project. These elements shall be considered in the development of detailed quality procedures. The quality elements at minimum to be addressed in the QAPP are as follows:

- i) Organization: A functional organization chart showing the interrelationships between the Contractor and subcontractors, and other supporting organizations and permitting review agencies. The Contractor shall designate a full time Quality Assurance Representative (QAR) experienced in the quality requirements of the Contract. Based on the functional organization chart, the organization structure, levels of authority, and lines of communication for activities affecting quality, shall be clearly established and delineated. Quality Assurance personnel shall have the authority and responsibility to evaluate and assure that the QA system is correctly and effectively executed and verified. Where problems are identified, QA personnel shall have the authority and responsibility to evaluate and assure that the QA System is correctly and effectively executed and verified. QA personnel shall have the authority and organizational freedom to initiate, recommend and provide solutions. The QAR shall not be replaced by the Contractor without prior written approval of SFRTA.
- ii) Quality Assurance System: The QA system shall include those processes necessary to address key activities affecting

quality; provide control over activities affecting quality consistent with their importance; provide for the planning and accomplishment of activities affecting quality under suitably controlled conditions. Controlled conditions shall include the use of appropriate equipment, suitable environmental conditions for accomplishing the activity, and assurance that the prerequisites for any given activities have been satisfied; provide for any special controls, processes, test equipment, tools and skills to attain required quality and for necessary verification of quality such as inspection or test; provide orientation and training, as necessary, of personnel performing activities affecting quality to assure that suitable proficiency is achieved and maintained; and require management to regularly assess the adequacy of the QA system and assure its effective implementation.

- iii) Design Control: The QA system shall include design control measures to assure that design specifications, regulatory and code requirements, and engineering standards are correctly applied to drawings, specifications, procedures, and instructions; that appropriate quality standards are specified in the design documents; that selection and review of materials and processes essential to installation are suitable for their application; that design review/checking, and certification by licensed professional engineers are performed; and distribution of all design documents.
- iv) Procurement Control: The QA system shall include a procurement control process to assure that design, engineering and services, along with materials, machinery and equipment are procured in accordance with the Contract requirements. Procurement documents are to be prepared in detail to include and be reviewed for technical, quality and commercial requirements for all materials, products and services, to meet strict requirements to ensure that those documents requiring regulatory or professional approval are submitted in a thorough format and timely manner for approval as required.
- v) Instructions, Procedures and Drawings: Instructions, procedures and drawings shall also prescribe quantitative and qualitative acceptance criteria.
- vi) Document and Data Control: The QA system shall describe the procedures for issuance, approval, distribution,

retention, and maintenance detail of drawings, specifications, reports, procedures, and other quality related documents applicable to the design and construction of the projects. All documents that specify quality requirements or prescribed activities affecting quality shall be controlled to assure that the correct documents are being employed.

- vii) Control of Purchased Materials, Machinery, Equipment, and Services: This QA element is required to assure that purchased materials, machinery, equipment, and services are delivered/ performed by the Contractor, consultants, contractors, and suppliers in conformance with the requirements stipulated in the Contract Documents; and are identified and verifiable to the documents submitted.
- viii) Identification and Control of Materials, Parts and Components: The QA system shall include this element to assure that all materials, parts, and components are properly identified and controlled; identification is maintained by part number, serial number or other appropriate means either on the item or on the records that are traceable to the item as required throughout fabrication or construction of the item; and nonconforming work, materials, parts or components are prevented from being incorporated into the final product.
- ix) Control of Special Processes: The QA system shall include this element to assure that special processes include but not limited to welding, heat treating, non-destructive testing, are properly controlled and performed by qualified personnel using approved procedures in accordance with the applicable codes and engineering standards under suitable conditions.
- x) Inspection: The QA system shall include inspection during all phases to assure that requirements of Contract Documents (e.g. drawings, specifications, instructions, regulatory requirements, applicable codes and standards, etc.) are being complied with by the Contractor, consultants, contractors, and suppliers.
- xi) Test Control: The QA System shall include the element of test control to assure that all testing required to demonstrate that the equipment and systems shall perform satisfactorily is done in accordance with approved procedures; test procedures shall include all prerequisite requirements and

acceptance criteria specified in the Contract Documents; and test results are evaluated by responsible and competent persons.

- xii) Control of Measuring and Test Equipment: The QA System shall include control of measuring and testing equipment to assure that tools, gauges, instruments, and other measuring and testing devices used in the activities affecting quality and safety are properly controlled, calibrated, and adjusted at specified pre-determined periods to maintain accuracy within necessary limits; records of issuance and calibration are properly maintained; and measuring and test equipment are identified and marked to indicate calibration status.
- xiii) Handling, Storage, Shipping, and Preservation: The QA System shall include control of handling, storage, shipping, cleaning and preservation of materials and equipment to prevent damages, deterioration, and loss at the Work sites(s).
- xiv) Inspection, Test, and Operating Status: The QA System shall include inspection, test and operating status information to demonstrate (provide evidence) that all manufactured or fabricated equipment, components, or systems have satisfactorily passed all required inspection(s), examination(s) and testing.
- xv) Nonconforming Parts, Materials, and Components: The QA System shall assure that nonconforming parts, materials and components are prevented from being incorporated/introduced in all manufacturing tasks and/or into the final product; are properly identified and segregated from conforming items while awaiting disposition; and are reported for immediate disposition of nonconformance.
- xvi) Corrective Action: The QA System shall include corrective action processes to assure that conditions which are adverse to quality are promptly identified and corrected; to determine the cause of nonconformance and take corrective measures to prevent recurrence; to document and report to SFRTA all records and procedures used in correcting the condition of nonconformance; and to assure that corrective actions resulting from the audits are properly corrected and immediately responded to.

- xvii) Quality Assurance Records: The QA System shall include procedures to assure that all QA related documents and supporting evidence are properly accumulated, maintained, organized and protected; and that all documents are properly identified, controlled, and stored in a well defined location. These records shall be available for review. Records are considered one of the principle forms of objective evidence that applicable QA system elements have been implemented.
- xviii) Audits: The QA System shall include audits to verify implementation and compliance with all aspects of the QA System and to determine the effectiveness of the system; assure that audits are performed in accordance with a written checklist by qualified personnel; assure that all audit results are documented and reviewed by management responsible for the area being audited; and assure that follow-up actions and actual verification, including re-audit of deficient areas are performed. The Contractor's Audit program shall include auditing of the subcontractors, sub-consultants and suppliers to verify that their QA Systems are compliant with Contract quality requirements and the entities' quality plan.
- xix) Servicing: The QA System shall include documented procedures for performing, verifying, and reporting that the servicing meets the specified requirements.
- xx) Software Quality Assurance and Documentation: The Contractor shall submit for approval, a Software Quality Assurance Program Plan (in accordance with ANSI/IEEE Standard 730-2002 or ISO 9001 requirements)(SQAPP). For reference, the SQAPP has the following minimum software documentation requirements:
- Software Requirements Specification
  - Software Design Description
  - Software Verification and Validation Plan
  - Software Verification and Validation Report
  - User Documentation

The Software Design Description (SDD) shall be in accordance with ANSI/IEEE Standard 1016-1998 or ISO 9001 requirements. The final Software Design Description shall include details required by ATA Specification No. 102, through all levels to Level 6 or ISO 9001

requirements. The levels defined in ATA No. 102 are summarized below only for information:

- Level 1. Computer description and operation
- Level 2. Software architecture, basic program and functions.
- Level 3. Detailed flow information.
- Level 4. Annotated compiler/assembly listing
- Level 5. Detailed memory map and listing
- Level 6. Input/output port map

At its option, SFRTA will participate in both the Software Requirements and the Preliminary Design Review, as defined by the ANSI/IEEE Standard 730-2002 or in accordance with Cubic's ISO 9001 procedures. Following these reviews, the Contractor shall submit, for approval, the Software Requirements Specification and the Software Design Description. All subsequent changes to these documents shall also be submitted and approved prior to implementation.

The Project is subject to safety and security certification by SFRTA. This item, AFCS, is included in the Certifiable Elements of the SFRTA SQP 30 – Safety and Security Certification Program and shall require a Certificate of Compliance prior to use. All designs, construction, installation, testing and QA documentation including Test Records shall be reviewed and verified by the SFRTA Certification Manager during the certification process prior to the approval of the Project by the SFRTA Safety and Security Review Committee.

**END OF SECTION**

## **SECTION GP6 – CONTROL OF WORK**

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### **GP6.1 RESPONSIBILITIES OF SFRTA**

- GP6.1.1 The SFRTA Project Manager will be the SFRTA's representative for the Work until the issuance of the Certificate of Acceptance.
- GP6.1.2 The SFRTA Project Manager will act on behalf of the SFRTA to the extent provided in the Contract Documents, unless modified in writing by the SFRTA.
- GP6.1.3 All instructions issued by the SFRTA Project Manager shall have the same force and effect as if issued by the SFRTA unless such instructions constitute a change order.
- GP6.1.4 The SFRTA shall have access to the Work at all times and the Contractor shall provide facilities required for safe access to enable the SFRTA to perform the SFRTA's functions and responsibilities under the Contract Documents.
- GP6.1.5 The SFRTA has the authority to issue a Stop Work Order to stop a specific Work activity if the Work is not being executed by the Contractor in accordance with the Contract Documents. Any costs incurred by the Contractor as a result of the issuance of a Stop Work Order arising out of the Work not being executed by the Contractor in accordance with the Contract Documents shall be paid by the Contractor. Should the Contractor disagree with the issuance of the Stop Work Order, it shall follow the procedures set forth in STC Section 3.

### **GP6.2 CONTRACTOR DOCUMENT CONTROL REQUIREMENTS**

- GP6.2.1 The Contractor shall establish the necessary procedures to assure effective compliance with the document control requirements of the Contract Documents or otherwise specified by the SFRTA for the preparation, submission and retention of data, drawings, specifications, product data, transmittal letters, telephone log memoranda, meeting minutes, change orders, reports, schedules and other documents (hereinafter the "Contractors Document Control Program").
- GP6.2.2 The Contractor's Document Control Program shall be sufficient to allow for SFRTA's review and oversight in the following areas:
- (A) Technical Documents – to assure design integrity and a record of the as-built configuration for the AFCS.

- (B) Drawings – to assure design integrity and to provide the basis for repair, overhaul and retrofit of the AFCS.
- (C) Production Specifications – to assure Contractor's concurrence regarding the manufacturing process which shall translate the AFCS design from a paper-defined form into an operable AFCS.
- (D) Retrofit – to assure the SFRTA-approved modification of the AFCS provided under this Contract as may be required during the warranty or reliability periods.
- (E) Drawing Records – to assure that the AFCS design shall be ultimately defined in its final as-built configuration.
- (F) Design Reviews – to assure design concurrence between the SFRTA and the Contractor, regularly scheduled design reviews shall be conducted, at a location to be determined by the SFRTA, for the purpose of monitoring progress on a real-time basis. Such concurrence shall not relieve the Contractor from responsibility to comply with all the requirements of the Contract Documents. The Contractor shall submit a design review schedule in accordance with the Contract Documents. The design review schedule shall include the decision-issue subjects of each design review.

GP6.2.3 Prior to the first submission of a drawing to the SFRTA, the Contractor shall submit the following procedures for the SFRTA's written approval:

- (A) Drawing preparation and control;
- (B) Change control;
- (C) Drawing and part number identification;
- (D) Manufacturing control; and
- (E) Repair control.

Product and technical data and other documents required by the Contract Documents shall be submitted for the SFRTA's review and written approval in the same manner as drawings.

GP6.2.4 The Contractor shall employ a system of identifying numbers for data, specifications, drawings and other documents which shall identify all distinct systems, subsystems, components, parts and equipment.

GP6.2.5 The Contractor shall permanently identify all hardware components as specified in the Contract Documents. Such markings shall coincide with engineering data. Equipment nameplates or other identification methods approved by the SFRTA shall provide space for several numbers to be added in accordance with the SFRTA identification requirements.

### **GP6.3 CONTRACT DOCUMENTS, DATA AND DRAWINGS**

GP6.3.1 The SFRTA will furnish the Contractor, for its use, the following Contract Documents:

- (A) One original copy of the executed Contract Documents;
- (B) Three (3) sets of the Scope of Work/Technical Specifications and General Provisions; and
- (C) Three (3) sets of any related addenda.

The Contractor shall maintain the applicable portions of the Contract Documents at all locations where the Work is being performed.

- GP6.3.2
- (A) For the purposes of provision GP6.3.2 only, the term "drawings" shall mean Engineering Design Drawings.
  - (B) The Contractor shall submit five reproducible copies of all required drawings, data or other submittals to the SFRTA for approval. Drawings submitted for Design Review purposes shall be submitted in accordance with Scope of Work/ Technical Specification documents. The drawings, data or other submittals shall be complete and detailed. The drawings, data or other submittals shall be submitted using standard transmittal forms in accordance with instructions furnished by the SFRTA.
  - (C) All drawings, data and other submittals, including letters and manuals, shall be provided in English.
  - (D) Dimensions on drawings must be in English units of measurement.
  - (E) Before being submitted for approval by the SFRTA, the drawings, data or other submittals shall be checked by the Contractor for accuracy and coordinated with the Work of all Subcontractors and Suppliers. The drawings, data or other

submittals shall be approved and noted as such by the Contractor. As evidence of this review and approval, drawings, data or other submittals submitted to the Contractor shall be signed by a specific person in the title block for drawings and at an appropriate place thereon for data or other submittals. Any drawings, data or other submittals submitted to the SFRTA without the appropriate signatures and approvals shall be returned to the Contractor for correction and resubmission.

- (F) The drawings shall indicate the following:
1. Composition of any part number at any level in terms of subordinate part numbers;
  2. All next-assembly part numbers of any part; and
  3. The specification document, specification control drawing or source control drawing numbers associated with any Contractor, Subcontractor or Supplier part numbers. The Contractor's drawing shall also identify engineering changes and retain the record of superseded configuration requirements affecting items previously released for test or production.
- (G) The review and/or approval of drawings, data or other submittals by the SFRTA shall not be construed as:
1. Permitting any departure by the Contractor from the requirements of the Contract Documents;
  2. Relieving the Contractor of the responsibility for any defects, errors or omissions, including in details, dimensions, or materials, or for complying with the requirements of the Contract Documents;
  3. Approving departures from details furnished by the SFRTA, except as otherwise provided herein; or
  4. As approving Contractor's subsequent requests, drawings, data, or other submittals.
- (H) The Contractor's data shall define the approved configuration of all equipment whether for test, production or for operational use. AFCS's configuration shall be identified to

the lowest level required to ensure repeatable performance, part replacement, quality and reliability.

- (I) The drawings, data and other submittals shall be coordinated so that any information required by others is included on the drawings, data and other submittals.
- (J) Changes on the drawings, data and other submittals made by the Contractor at the direction of the SFRTA shall be clearly identified by appropriate revision marks at the location on the drawings, data and other submittals where changes were made and by appropriate notation on the drawings, data and other submittals.
- (K) If the drawings, data or other submittals show variations from the requirements of the Contract Documents because of standard shop practice or for other reasons, the Contractor shall specifically describe such variations in its transmittal form. The SFRTA may, in its sole discretion, approve in writing any or all such variations, subject to a proper adjustment in the Contract Sum. In the execution of any variation which was not specifically identified in the Contractor's transmittal form and not specifically and expressly approved by the SFRTA in writing, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents, even though such drawings, data or other submittals have been approved.
- (L) If approved by the SFRTA, each copy of the drawings, data or other submittals will be stamped "Approved." The Contractor shall resubmit any drawings, data or other submittals "Not Approved," after the required changes are incorporated, for the SFRTA's review and written approval. Changes indicated on such drawings, data or other submittals shall also be incorporated in the other submittals required by the Contract Documents.

- (M) Drawings, data or other submittals "Not Approved" will be returned to the Contractor with required corrections for re-submittal. Re-submittals shall be handled in the same manner as first submittals and shall be performed at the sole expense of the Contractor. If the Contractor considers any correction indicated on the drawings, data or other submittals to constitute a change to the Contract, written notice within five (5) calendar days of receipt by the Contractor shall be given to the SFRTA unless time is extended by SFRTA in writing.
- (N) The SFRTA will return drawing reviews and/or other required submittals to the Contractor within fourteen (14) calendar days from date of receipt by the SFRTA of all satisfactory documentation necessary and required by the Contract Documents to review the drawing or other submittal. In the event that the nature or number of submittals submitted by the Contractor is such that the SFRTA determines that it cannot return the submittals within the said fourteen (14) calendar days, the Contractor shall work with the SFRTA to prioritize the in-process submittals.
- (O) Once the drawings, data or other submittals have been approved in writing by the SFRTA, the Contractor, except as otherwise stated in the Contract Documents, shall carry out the related work in accordance therewith and shall not make any further changes unless approved in writing by the SFRTA.
- (P) The Contractor shall be responsible for and bear all delays, cost or damages which may result from ordering any systems, subsystems, components, parts or other materials or proceeding with the portion of Work related to the drawings, data or other submittals prior to written SFRTA approval of the drawings, data or other submittals.
- (Q) Drawings shall be accompanied by calculations and other sufficient information to completely explain the system, subsystem, part, equipment or other material described and its intended manner of use.
- (R) Data shall be on 8½ inch by 11 inch sheets and suitable for xerographic reproduction. Fold-out sheets 11 inches by 17 inches, with reinforced binder tabs, may be used for figures and sketches. The pages shall be bound in a fashion which is readily disassembled and reassembled. In addition to the printed copies required, printed material shall also be furnished in digital format using Microsoft Word.

- (S) All drawings shall contain the following label, “These documents may contain SFRTA security sensitive information. Such information should not be publicly disclosed without the expressed written consent of SFRTA under Florida Statute Section 119.071(3)

GP6.3.3

Prior to the completion of the Work, the Contractor shall provide the SFRTA with a complete set of as-built drawings accurately representing the AFCS in its final, as-built configuration including warranty and retrofit changes. In addition to the printed copies required, all such drawings shall be provided in electronic format using AutoCAD in .DWG format. The as-built drawings shall include:

- (A) Arrangement, assembly, subassembly and component part drawings to the lowest level of replaceable parts;
- (B) Reproducible Material Identification Lists including a Contractor number and a Supplier number. Vendor and/or Supplier catalog cuts may be substituted for as-built drawings on prior written approval, in each case, by the SFRTA.

GP6.3.4

Prior to completion of the Work, the Contractor shall provide an approved, conformed final Scope of Work/Technical Specification marked “FINAL CONTRACTOR AS-BUILT SPECIFICATION,” with all approved changes and revisions identified and incorporated. The format shall be the same as for the data required to be furnished by the Contract Documents with the addition of:

- (A) Drawing number references for systems, subsystems and components;
- (B) List of required factory test procedures; and
- (C) List of required factory inspection procedures.

GP6.3.5

For all newly designed systems, subsystems, equipment and components and modification to existing systems, subsystems, equipment and components, the Contractor shall provide design disclosure drawings and data, acceptable to the SFRTA, to the level of repairable and replaceable parts including complete system, subsystem, equipment and component and product identification, operating and test data together with drawings portraying the composition of any assembly in terms of subordinate part numbers and the next higher assembly number. The Contractor shall submit as design disclosure drawings, AFCS assembly and subassembly

drawings to convey concept, overall assembly, interfaces, systems operations, equipment arrangement.

GP6.3.6 Prior to the delivery of, or the installation of parts for the AFCS, all manufacturing, assembly and subassembly drawings for all major systems, subsystems and components shall be submitted by the Contractor to the SFRTA for approval. After the issuance of the Notice to Proceed, the Contractor shall provide a list of proposed drawings to be submitted to the SFRTA for written approval.

GP6.3.7 Prior to Delivery for Acceptance Testing of the AFCS to the SFRTA, the Contractor shall provide the SFRTA with a written procedure for accomplishing the following work for the AFCS:

- (A) Correction or replacement of parts in accordance with the warranties set forth in the Contract Documents; and
- (B) Rework and replacement of parts in accordance with approved changes.

#### **GP6.4 PERSONNEL FOR THE WORK**

GP6.4.1 Contractor shall secure, at its own expense, all personnel required to perform the Work. Such personnel shall not be employees of SFRTA.

GP6.4.2 All personnel engaged in performing the Work shall be fully qualified to perform such Work.

GP6.4.3 In the event the Contractor wishes to substitute key personnel, the Contractor must notify the SFRTA in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. Key personnel shall be identified in writing by Contractor within ten (10) days from Notice to Proceed.

GP6.4.4 The Contractor shall remove from the performance of the Work at no additional cost to SFRTA any of its or its Subcontractor's or Supplier's personnel assigned to the performance of the Work if the SFRTA considers such removal necessary in its best interests and requests such removal in writing.

GP6.4.5 The Contractor shall support the AFCS per the requirements found in Technical Specification Section 1.7

#### **GP6.5 INSPECTION**

- GP6.5.1 The SFRTA shall at all times, have the right to inspect, and shall have access to, the Work and any portion thereof and the Contractor shall furnish every reasonable facility for ascertaining that the Work is performed in accordance with the requirements of the Contract Documents. The Work and any portion thereof shall be subject to the SFRTA's on-site and off-site inspection.
- GP6.5.2 Federal, state and local officials shall have the right to inspect those portions of the Work that are subject to their jurisdiction. The Contractor shall cooperate with these federal, state and local representatives in the same manner as any SFRTA representative.
- GP6.5.3 Inspection or lack of inspection, approval or acceptance of any portion of the Work shall not relieve or release the Contractor from its obligations to adhere to, and fulfill the requirements of, the Contract Documents, including, but not limited to, the Contractor's warranty, reliability and guaranty obligations. Work not meeting the requirements of the Contract Documents shall be made acceptable to the SFRTA. Any non-conforming portion of the Work may be rejected by the SFRTA, notwithstanding that such portion of the Work may have been previously inspected, approved, or accepted or that payment therefore may have been included in a prior pay estimate.
- GP6.5.4 Re-inspection of any portion of the Work that is reasonably necessary may be ordered by the SFRTA at any time before issuance of the Certificate of Acceptance. If such portion of the Work is found to be in accordance with the Contract Documents, the SFRTA will pay all costs incurred to perform this inspection. If such portion of the Work is not in accordance with the Contract Documents, Contractor shall pay all costs incurred to perform this inspection.
- GP6.5.5 The Contractor shall provide for the inspection of all incoming systems, subsystems, components, parts, equipment and other materials to insure their correctness and condition. The SFRTA shall be given notice of, and shall have the right to observe, such inspections. Items being inspected shall be identified with corresponding drawing, specification, or other pertinent technical documents. All material certifications and test reports used as the basis for acceptance shall be retained by the Contractor.
- GP6.5.6 The Contractor shall assure that all manufacturing processes, fabrication, rehabilitation and other production operations are accomplished under an effective production control system. In-process inspection shall be used to monitor the production control system. The SFRTA shall be given notice of, and shall have the right to observe, such inspections. The Contractor shall maintain a system available to

SFRTA for identifying the progressive inspection status of materials, components, subassemblies and assemblies, so that such status is known throughout the manufacturing, installation, rehabilitation and testing phases. The Contractor's inspection program shall also provide for surveillance to ensure proper handling, storage, preserving, packaging and marking of items during the production process.

- GP6.5.7 The Contractor's inspection program shall provide for proper inspection prior to shipment of the AFCS and other items deliverable to the SFRTA in accordance with the Contract Documents. The SFRTA shall be given notice of, and shall have the right to observe, the inspection of the AFCS and other items.
- GP6.5.8 The Contractor shall monitor Subcontractor's inspection programs to ensure that services and materials being supplied conform to the Contract Documents.
- GP6.5.9 The Contractor shall provide and maintain an inspection program acceptable to the SFRTA as specified in the Scope of Work/Technical Specifications herein. Records of all inspection work by the Contractor shall be kept complete and available to the SFRTA and the SFRTA during the performance of the Contract, and for a period of four (4) years after the issuance of the Certificate of Acceptance. Upon the issuance of the Certificate of Acceptance of Final Inspection for the AFCS, all sign-off, inspection and test records, changes, reports, orders, modifications and quality assurance data for the AFCS shall be provided to the SFRTA.

## **GP6.6 IDENTIFICATION OF EMPLOYEES**

- GP6.6.1 Photo identification badges, which shall be issued by the Contractor and which shall be subject to the SFRTA's approval, shall be worn at all times by all Contractor, Subcontractor, and Supplier personnel when on SFRTA's property. The badges shall show the employer's name and employee's name and identification number. Also, all other visitors, when on the SFRTA's property, must wear identification badges issued by the Contractor and approved by the SFRTA. Such identification must be displayed in a prominent manner on each person while on the SFRTA's property. Access to the SFRTA's property will be granted only to properly identified representatives of the Contractor, Subcontractors, and Suppliers.
- GP6.6.2 At a location and in a manner to be determined by the SFRTA, all employees and agents of the Contractor and its Subcontractors and Suppliers shall sign-in when arriving on, and shall sign-out upon departing, the SFRTA's property.

**END OF SECTION**

## **SECTION GP7 – LEGAL RESPONSIBILITIES**

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### **GP7.1 LAWS TO BE OBSERVED**

The Contractor shall be responsible for keeping itself informed of, and shall comply with all applicable requirements of law, including but not limited to, all applicable international, federal, state and local laws, codes, rules and regulations and any changes thereto which in any manner affect persons engaged or employed in the Work, affect the materials used in the Work, or affect, in any way, the Work, and all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor and its officers, directors, employees, agents, Subcontractors and Suppliers shall indemnify and hold harmless the SFRTA, and all of its officers, directors, agents and employees against all claims and liabilities arising from or based upon the violation of any such requirements whether by the Contractor or its officers, directors, employees, agents, Subcontractors or Suppliers.

If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any requirements of law, the Contractor shall immediately report the same to the SFRTA in writing. Failure to comply shall result in the Contractor assuming liability for any costs, delays, or damages incurred by SFRTA.

### **GP7.2 PATENTS**

#### **GP7.2.1**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes, as and when furnished by the Contractor, that are not furnished by the SFRTA, which are used on or incorporated in the Work and shall bear all responsibility for use of such materials and shall indemnify and hold harmless the SFRTA and its duly authorized representatives, officers, directors, employees, and agents, from all suits at law, actions, cost, damage and expense (including reasonable attorney's fees), of every kind or nature, arising from, for, or on account of, the use of any patented materials, equipment, devices or processes and settle or pay damages related thereto; provided that the SFRTA gives the Contractor timely written notice of any claim of infringement, grants the Contractor sole control of the defense and any settlement thereof, and reasonably cooperates with the Contractor, at the Contractor's expense. Notwithstanding the foregoing, the Contractor shall have no liability to the SFRTA if the claim of infringement is based upon or arises out of (1) alterations of the Work, patented materials, equipment, devices or processes by the SFRTA; (2) the failure of the SFRTA to use modifications provided by the Contractor for avoiding infringement; or, (3) use of the Work, patented materials, equipment, devices or processes in combination

with hardware or software not approved by the Contractor if the infringement claim could have been avoided if such unapproved combination had not been used.

GP7.2.2 If such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its sole expense, shall, without prejudice to any other rights of the SFRTA or the SFRTA Project Manager:

- (A) Secure for the SFRTA the right to continue using such materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
- (B) Replace such materials, equipment, devices or processes with materials, equipment, devices or processes acceptable to the SFRTA; or
- (C) Modify such materials, equipment, devices or processes so that they become non-infringing, which modification shall not adversely affect the functionality of such materials, equipment, devices or processes, as determined solely by the SFRTA.

GP7.2.3 If any invention, improvement or discovery of the Contractor, any Subcontractor or any Supplier is conceived or first actually reduced to practice during the course of the Contract, which invention, improvement or discovery may be patentable under the laws of the United States or any foreign country, the Contractor shall immediately notify the SFRTA in writing and provide a detailed written report to the SFRTA. The rights and responsibilities of the Contractor, any Subcontractor, any Supplier, and the SFRTA with respect to such invention, improvement or discovery, will be determined in accordance with all applicable federal laws, regulations, policies and any waiver thereof.

GP7.2.4 Nothing contained in GP7.2 shall imply a license to the SFRTA under any patent or be construed as affecting the scope of any license or other right otherwise granted to the SFRTA under any patent.

### **GP7.3 GRATUITIES AND CONFLICT OF INTEREST**

GP7.3.1 The SFRTA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any director, board member, officer or employee of

the SFRTA or its SFRTA with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract. The SFRTA's determination shall be final subject only to judicial review.

- GP7.3.2 In the event this Contract is terminated as a result of any violation of the restrictions in GP 7.3, SFRTA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor.
- GP7.3.3 No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- GP7.3.4 In the event the Contractor, or any of its officers, partners, principals or employees are convicted of a crime arising out of, or in connection with, the Work to be done or payment to be made under this Contract, this Contract, in whole or any part thereof may, at the sole discretion of SFRTA, be terminated.
- GP7.3.6 The rights and remedies of the SFRTA, as set forth in GP7.3, shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

#### **GP7.4 FEDERAL, STATE, LOCAL AND OTHER TAXES**

- GP7.4.1 Except as may be otherwise provided by the Contract, the Contract Sum shall include all federal, state, local, and foreign taxes, fees and duties, and the Contractor shall be solely responsible for the payment thereof. The Contractor's attention is directed to the fact that materials and supplies necessary for the completion of this Contract are subject to the Florida Sales and Use Tax, in accordance with Section 212.08, Florida Statutes, as amended. The Contractor shall not collect taxes upon making delivery to the SFRTA.
- GP7.4.2 The SFRTA, upon request of the Contractor, and where appropriate, will furnish to the Contractor appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the Contract and from which the SFRTA is exempt. Appropriate evidence to establish exemption from any taxes, fees or duties will be furnished only at the discretion of the SFRTA.

## **GP7.5 ENTIRE AGREEMENT**

All the Contracts between the SFRTA and the Contractor are included in the Contract Documents and no warranties, expressed or implied, representations, promises, or statements have been made by the SFRTA unless set forth therein in writing and no change or waiver of any provision in the Contract Documents shall be valid unless made in writing and executed by the SFRTA.

## **GP7.6 ACCESS TO AND RETENTION OF DOCUMENTS**

GP7.6.1 Subject to entering into Non-Disclosure Agreements deemed by SFRTA not to be in violation of Public Records Laws relating to proprietary information, the Contractor shall provide SFRTA, and any of its authorized representatives, access to any Work, books, documents, papers and records of the Contractor which pertain or relate to this Contract or the Work for the purposes of making audits, examinations, excerpts and/or transcriptions during the performance of the Work and for a period of four (4) years after the date of the issuance of the Certificate of Acceptance for Final Inspection. The only exception shall be in the event any litigation or settlement of claims regarding or arising from the performance of this Contract or the Work shall exceed four (4) years,, in which case the Contractor shall maintain all such documents until all such litigation or settlement of claims have been fully completed and all appeals or exceptions exhausted,

Any documents so disclosed shall be clearly marked as required in GP4.3.2. Public records requests received by SFRTA for any of these documents shall be addressed as prescribed in GP4.3.2.

GP7.6.2 The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy any documents pertaining or relating to this Contract or the Work.

GP7.6.3 Upon the completion of the periods set forth in GP Table 8.7, the Contractor shall not destroy any AFCS documents and data without first offering them, free of charge, to the SFRTA.

GP7.6.4 The Contractor shall include, or have included, the requirements of GP 6.2 in all subcontracts of any tier.

**GP7.7 USE OF SFRTA/TRI-RAIL NAME IN CONTRACTOR ADVERTISING OR PUBLIC RELATIONS**

GP7.7.1 The Contractor shall not publish, or allowed to be published, in any advertisements, public relations programs or other documents, any information or data related to this Contract or the Work, until after the Contractor has submitted such proposed document to, and received prior written approval from, the SFRTA.

**GP7.8 GOVERNING LAW**

Unless otherwise specifically stated in the Contract Documents, the Contract shall be governed by the laws of the State of Florida as they may from time to time be in effect, without giving effect to its conflicts of law provisions.

**GP7.9 LOCAL, STATE COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, with the provisions of any and all applicable State and County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Contract., including but not limited to:

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**GP7.10 CONFLICT OF INTEREST**

The Contractor represents that:

- (A) No officer, Governing Board member, director, employee, agent, or other consultant of the SFRTA or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Contract.
- (B) There are no undisclosed persons or entities having an interest or ownership of the Contractor in this Contract. This Contract is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No officer or

official, Governing Board member, director, employee, agent or other consultant of the SFRTA, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Contract, or in the services, supplies or Work, to which this Contract relates or in any portion of the revenues; or
  2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or Supplier to the Contractor.
- (C) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Contract; provided that the SFRTA, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the SFRTA with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the SFRTA's best interest to consent to such relationship. Should SFRTA not consent, the Contractor shall follow the dispute process per the Special Terms and Conditions Section 3.0 Claims and Disputes.
- (D) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Contract and those provided by statute, the stricter standard shall apply.
- (E) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the SFRTA's Project Manager in writing. Contractor shall thereafter cooperate with the SFRTA's review and investigation of such information, and comply with the instructions Contractor receives from the SFRTA Project Manager in regard to remedying the situation.

#### GP7.11 RIDER AGREEMENT (PIGGYBACK AGREEMENT)

The Contractor agrees that any agencies, companies, schools, universities and private industry not defined in the base requirements and wishing to participate in the AFCS during the term of this Contract shall be able to purchase like equipment at the same preferred price as that which is offered to SFRTA, inflated by 4% annually after Successful Completion of Revenue Service Test (effective on the anniversary date of that milestone date). This rider agreement shall remain in effect until two (2) years after satisfaction of the contractual warranty.

Purchases by third parties as described above in this section shall not be by assignment as provided for in this section, nor shall it in any way affect SFRTA rights under this Contract unless SFRTA enters into an assignment agreement with a third party which specifies transfer of certain SFRTA rights.

**END OF SECTION**

## **SECTION GP8 – PROSECUTION AND PROGRESS**

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### **GP8.1 ASSIGNMENT**

The Contract or the performance thereof may not be assigned, sold, transferred or disposed of in any manner by the Contractor, except upon the written consent of the SFRTA.

### **GP8.2 SUBCONTRACTS**

GP8.2.1 Prior to the SFRTA's review of a proposed agreement, subcontract or purchase order, or proposed Subcontractor or Supplier, the Contractor shall provide the SFRTA with the name of the proposed Subcontractor or Supplier, the task to be performed by the proposed Subcontractor or Supplier, and the qualifications of the proposed Subcontractor or Supplier to perform said portion of the Work.

GP8.2.2 The Contractor shall not knowingly enter into any lower tier transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in the Contract, unless authorized in writing by the SFRTA prior to entering into any such transaction. Furthermore, the Contractor shall include the provisions of this paragraph, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

GP8.2.3 The Contractor shall be responsible to the SFRTA for acts and omissions of actions in relation to its own employees, and for the acts and omissions of any Subcontractor or any Supplier in relation to its employees. The Contractor shall also be responsible for the coordination of the Work of all Subcontractors and Suppliers. When a portion of the Work which has been subcontracted by the Contractor is not prosecuted in accordance with the Contract Documents, the Subcontractor or Supplier shall be immediately replaced upon request of the SFRTA and shall not again be employed on the Work.

GP8.2.4 The SFRTA shall not be responsible for settling any differences between the Contractor and its Subcontractors or Suppliers.

### **GP8.3 NOTICE TO PROCEED**

A written Notice to Proceed will be delivered to the Contractor as soon as possible after execution of the Contract and approval of any bonds and insurance certificates or policies by the SFRTA. Any bonds and insurance certificates must be delivered to the SFRTA within ten (10) days after execution of the Contract. Failure to deliver the required

bonds and insurance certificates to SFRTA within the prescribed time herein may result in termination of the Contract. The Contractor shall commence Work within ten (10) days after receiving the Notice to Proceed and shall thereafter diligently prosecute the Work, as authorized by a Work Authorization, to completion.

#### **GP8.4 PRE-COMMENCEMENT CONFERENCE**

Prior to the commencement of the Work, a Pre-Commencement Conference will be held for the purpose of discussing with the Contractor all essential matters pertaining to the successful prosecution and completion of the Work as described in the Scope of Work/Technical Specifications.

#### **GP8.5 TIME OF COMPLETION**

GP8.5.1 The Contractor shall complete all and any designated portions of the Work, which shall include, but is not limited to, the completion of all required tests, all reliability periods, the two (2) year warranty period for the AFCS as set forth in GP5.2.4, and all necessary repairs and modifications resulting from the tests, the reliability periods and warranties, within the schedule requirements of the issuance of the Notice to Proceed, unless revised by Change Order, and shall complete certain specified portions of the Work pursuant to the milestones set forth in GP Table 8.7 and in the SFRTA approved Project Schedule. Time shall be computed starting with the first day after receipt of the Notice to Proceed and ending with the last day of the Work.

GP8.5.2 Subject to the additional requirements of STC Section 25.2, adjustments in Time of Completion shall only be allowed if the Work being delayed, or additional Work included in a Change Order, falls on the critical path of the Project Schedule or alters such critical path so as to extend the time required for completion of the Work. The critical path shall be determined from the latest approved version of the Contractor's Project Schedule required by GP8.7.

GP8.5.3 Subject to the additional requirements of STC Section 25.2 and GP8.6.2, the Contractor may only be granted or entitled to an adjustment in Time of Completion and not assessed liquidated damages for a delay in the completion of the Work:

- (A) Due to a Change Order issued pursuant to STC Section 25.2;  
or
- (B) Due to unforeseen causes beyond the control and without the fault or negligence of the Contractor (force majeure) such as

those caused by act of God or of a public enemy, war, acts of terrorism, sabotage, explosions, fire, floods, unusually severe weather, hurricanes, epidemics, pandemics, quarantine restrictions, strikes and other material work stoppage caused by a labor dispute, shortage of materials and freight embargoes, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes.

Unusually severe weather is defined as adverse occurrences beyond the weather norms substantiated by the U.S. Department of Commerce in their Local Climate Data as published by the National Oceanic and Atmospheric Administration–Environmental Data Service, in its periodic reports and annual summary. Occurrence of unusually severe weather shall be recorded on the Project Schedule only after a finding of merit by the SFRTA.

- C. Due to other causes beyond the Contractor's reasonable control, such as acts of omissions of the SFRTA or SFRTA, or the SFRTA's failure to perform its obligations under this Contract.

The Contractor shall not be entitled, nor shall an adjustment in Time of Completion be granted, for a delay caused by a shortage of materials, except the SFRTA–furnished materials, unless the Contractor furnishes to the SFRTA documentary proof that the Contractor has diligently made every effort to obtain such materials from all known and reasonable sources. The Contractor shall also submit proof, in the form of critical path analysis data, showing that the inability to obtain such materials when originally planned did in fact cause a delay in the Time of Completion which delay could not be eliminated or reduced by revising the sequence of the Contractor's operations. Only the physical shortage of material shall be considered under this provision as a cause for an adjustment in Time of Completion. No consideration shall be given to any claim that material could not be obtained at a reasonable, practical or economic cost.

#### GP8.5.4

Within thirty (30) days after the end of a delay described in GP8.5.3, the Contractor shall furnish the SFRTA with detailed written information concerning the circumstances of the delay, number of days actually delayed, the appropriate Contract Document references and the measures taken to prevent or minimize the delay. Failure by the Contractor to submit such information shall be sufficient and valid cause for the SFRTA to deny the Contractor's request for an adjustment in the Time of Completion. After timely receipt of such

information from the Contractor, the SFRTA will decide the length of the adjustment in Time of Completion, if any, to be granted to the Contractor, which decision shall be final and binding upon the Contractor.

GP8.5.5 If the prosecution of a portion of the Work is delayed, other portions of the Work unaffected by the delay shall be diligently prosecuted by the Contract either to completion or until the prosecution of the delayed portion of the Work can be resumed. A Force Majeure event shall not excuse the SFRTA from its obligation to pay monies owed the Contractor.

GP8.5.6 Time is of the essence in the performance of the Work.

GP8.5.7 The following are the interim milestones which shall be met by the Contractor for the installation of the AFCS and the related portions of the integration and in order to avoid the assessment of liquidated damages:

Refer to Project Schedule as outlined in GP 8.7 herein.

## **GP8.6 LIQUIDATED DAMAGES**

GP8.6.1 In the event the AFCS or related equipment is not completed and/or delivered to the SFRTA, and/or the Work or a portion thereof is not completed within the number of days or weeks set forth herein, and/or within the SFRTA approved Project Schedule, damage will be sustained by the SFRTA. In such event, the Contractor shall pay to the SFRTA, as liquidated damages and not as a penalty, the sums set forth below for every day or fraction thereof of delay in completing the referenced portion of the Work and failing to meet the corresponding interim milestone or the Time of Completion as indicated in the then approved Project Schedule.. The Contractor shall pay the referenced sums as fixed, and agreed to, liquidated damages, and not by way of a penalty, to the SFRTA. The SFRTA may deduct the sum of liquidated damages from any monies due or that become due the Contractor under the Contract or under any other contract with the SFRTA, or if such monies are insufficient, the Contractor or its Surety or Sureties shall pay to the SFRTA any deficiencies in such monies within thirty (30) days of written notice by the SFRTA. The remedies provided herein are not intended to preclude the SFRTA from terminating this Contract as provided in the termination provisions herein.

**Table 8.6 Liquidated Damages**

	<b>Event</b>	<b>Due</b>	<b>LDs</b>
	<u>Liquid Damages Completion Date</u>	By 395 + 90 days from NTP*	\$1300 per day (represents 50% of SFRTA's current daily fare collection system maintenance and operation costs).

GP8.6.2 In no event will the total liquidated damages paid by the Contractor to the SFRTA pursuant to GP8.6 exceed five percent (5%) of the Contract Sum, as it may have been changed from time to time in accordance with the Contract Documents.

**GP8.7 PROJECT SCHEDULE**

GP8.7.1 The Contractor shall finalize and submit for written approval by the SFRTA, and in accordance with Technical Specifications, a Project Schedule which shall: specifically and expressly incorporate each and all of the applicable interim milestones set forth in, and the requirements of the Period of Performance schedule as outlined below; show key design, manufacture, repair, installation, test, training and delivery milestones; and highlight significant events for the Project. The Project Schedule shall contain all dates of the latest approved Period of Performance Schedule.

**Table 8.7 Period of Performance Schedule**

<b>Event</b>	<b>Calendar Days from NTP</b>
Notice to Proceed (NTP)	0
Project Management Plan (PMP)	14 days
QA/QC Plan (QAPP)	30 days
Preliminary Design Review (PDR)	45 days
Final Design Review (FDR)	105 days
First Article Configuration Inspection (FACI) – Complete	75 days
First Article Testing (FAT) - Complete	240 days
System Integration Testing (SIT) and Regional SIT (RSIT) – Complete	300 days
Training - Start	270 days
Install Equipment - Start	310 days
Acceptance Testing - Start	285 days
Installation Inspection Acceptance Tests (IAT) – Complete	395 days
Liquidated Damages Completion Date	485 days

- GP8.7.2
- (A) Five (5) reproducible copies of the Project Schedule and each update thereto shall be submitted to the SFRTA.
  - (B) Project Schedule sheets shall not be larger than twenty-two inches (22") by thirty-four inches (34").
  - (C) Approval of the Project Schedule, or any updates thereto, by the SFRTA, shall, in no way, waive any requirements of the Contract Documents nor excuse the Contractor from any obligations under the Contract Documents. Upon approval by the SFRTA in writing, the approved Project Schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the Work and reporting progress.
  - (D) The Contractor shall submit for the SFRTA's approval an updated Project Schedule by the tenth (10th) day of each month the Work is being performed. The updated Project Schedule shall show progress during the preceding month, including actual start and finish dates for each activity.
  - (E) Failure of the Contractor to submit the Project Schedule, or updates thereto, within the time limits specified herein, shall be sufficient cause for the SFRTA to withhold the Contractor's progress payments, or any portion thereof, until such delinquent submittal is made.
  - (F) The Contractor shall prosecute the Work in accordance with the latest approved Project Schedule. Deviations shall be submitted to the SFRTA for review and written approval. In the event that the progress of items along the critical path is delayed, the Contractor shall revise its planning as necessary to meet the Time of Completion as shown on the latest approved Project Schedule.
- GP8.7.3
- (A) For changes to the Contract Documents which could influence the order of all of or portions of the Work, restraints between various activities, or duration time estimated for activities on the Project Schedule, a determination of the impact of such changes on any interim milestone dates or the Time of Completion shall be made in accordance with the Contract Documents.
  - (B) If a Change Order is issued, the Project Schedule shall be changed, if necessary, to reflect the requirements of the Change Order. Changes to the Project Schedule shall be made

no later than the next updating after the issuance of the Change Order.

- (C) If the Contractor fails or refuses to submit or include the foregoing revisions within thirty (30) days after the date of change, the SFRTA will furnish to the Contractor, at the Contractor's expense, the logic, duration time changes, or both, to be entered into the Project Schedule and used in subsequent updating of reports until such time that the change has been settled or until actual dates supersede the estimated dates. Inclusion of a revision in the Project Schedule and use of revised logic or duration time, or both, whether furnished by the Contractor or by the SFRTA, will not be construed as an extension of time to the Time of Completion or as a deviation from any other requirements of the Contract Documents.

## **GP8.8 PROGRESS REPORTS**

GP8.8.1 Progress Reports shall be submitted in accordance with the requirements of the Scope of Work/Technical Specifications.

GP8.8.2 The Contractor shall submit Progress Reports every calendar month during the performance of the Work in accordance with a format approved by the SFRTA which shall provide detailed information for the preceding calendar month on the following items, as applicable:

- (A) The activities started during the report period and to be started in the next report period;
- (B) The activities completed during the report period and those to be completed in the next report period;
- (C) Project Schedule deviations and slippage with explanations, a description of their effects on the Work, and plans for correction;
- (D) Major problems;
- (E) Pending action items requested by the Contractor or the SFRTA;
- (F) Subcontractor and Supplier status reports;
- (G) Log of correspondence for the report period;

- (H) Engineering Design Drawings, Manufacturing Drawings and Data submittals;
- (I) As-built drawings for completed portions of the Work; and
- (J) Production Status Report detailing the level of completion for each major device group.

GP8.8.3 Progress photographs shall be included in the monthly Progress Reports, as appropriate, to illustrate typical equipment assemblies, assembly operations, in-plant test setups, installation techniques, and typical in-place installations of all types of equipment furnished.

GP8.8.4 Progress Reports shall be submitted by the tenth (10th) day of the month following the reporting period. Three (3) copies of the report shall be bound in suitable covers and transmitted to the SFRTA.

#### **GP8.9 SUSPENSION OF WORK**

GP8.9.1 The SFRTA may, without cause, order the Contractor in writing to suspend or interrupt all or any part of the Work. In no single instance will any period of suspension exceed 30 days. Total time for all periods of suspension will not exceed 150 days during the initial term of the Contract.

GP8.9.2 If the performance of all or any part of the Work is suspended or interrupted per the written request of the SFRTA, the Contractor's sole and exclusive remedies in such an event shall be an extension of time and an adjustment to the Contract Sum as determined in accordance with the provisions of the Contract Documents.

No adjustment in the Time of Completion or the Contract Sum, however, shall be allowed for any such suspension or interruption if:

- (A) The performance would have been suspended or interrupted under any other Contract clause, including the fault or negligence of the Contractor; or
- (B) Any other provision of the Contract Documents provide for an adjustment in the Time of Completion or the Contract Sum.

GP8.9.3 No request for an adjustment in the Time of Completion or the Contract Sum shall be allowed under this provision unless the request is asserted in writing to the SFRTA within sixty (60) days after the termination of such suspension or interruption and not later than the date of the issuance of the Certificate of Acceptance.

## **GP8.10 ACCEPTANCE, TITLE, AND RISK OF LOSS**

GP8.10.1 When a portion of the Work has been completed in compliance with the Contract Documents and all applicable tests, inspections, rework and Tasks on the Pre-Acceptance Certificate(s) as stated in section GP 5.2.4A have been completed, the Contractor will recommend to the SFRTA that said portion of the Work be accepted. The recommendation of the Contractor shall be subject to the approval and acceptance by the SFRTA. Approval and acceptance will be provided to the Contractor within 30 days of receipt of all completed and compliant test, inspections, rework, and the Tasks on the Pre-Acceptance Certificate(s) as stated in section GP 5.2.4A per the Contract Documents. If SFRTA does not approve or accept said portion of work within 30 days without a valid reason based on the Contract Requirements said portion of work shall be deemed as accepted by SFRTA.

GP8.10.2 Notwithstanding any provision of the Uniform Commercial Code or other applicable law, risk of loss and title for the AFCS, subsystem, component, part, equipment, or other portion of the Work shall vest in SFRTA upon accepted permanent installation as evidenced by the Certificate(s) of Acceptance addressing the applicable Work or portion thereof.

The Certificate of Acceptance of Final Inspection for the AFCS shall be issued only after the complete operating AFCS has been received by the SFRTA and fully and satisfactorily tested, inspected and accepted and completion of the following requirements; (a) the satisfactory completion of any outstanding Work items or Tasks; (b) acceptance by SFRTA of any and all parts of the AFCS as evidenced by the appropriate Certificates of Acceptance or as described in GP 8.10.1 above; and (c) all other requirements specified in the Contract Documents have been met by the Contractor.

GP8.10.3 Risk of loss for each Existing or AFCS (and the systems, subsystems, components, parts, and equipment therefore, while in transit (including all aspects of loading and unloading while on SFRTA property) or otherwise not located on the SFRTA's property, shall be borne by the Contractor.

- GP8.10.4 The title transferred to the SFRTA for the AFCS, , including it's systems, subsystems, components, parts, equipment, or other material or other portion of the Work shall be absolute, good, marketable, and free and clear of any and all security interests, liens, or encumbrances of any kind or nature. The Contractor shall not pledge, hypothecate, or otherwise encumber the AFCS, any system, subsystem, component, part or equipment thereof, or other portion of the Work in any manner that would result in any lien, security interest, charge, or claim upon or against any such item under the Uniform Commercial Code or any other law that may be applicable.
- GP8.10.5 Adequate documentation for securing and transferring title to the AFCS, , subsystem, component, part, equipment, other material or other portion of the Work shall be provided to the SFRTA by the Contractor a minimum of fourteen (14) days before Delivery for Acceptance Testing of the AFCS, or delivery of other portions of the Work, to the SFRTA.
- GP8.10.6 The issuance of the Certificate of Acceptance of Final Inspection, the Certificate(s) for a portion of the Work, the transfer of title for the AFCS or other portion of the Work or the approval or acceptance by the SFRTA of the AFCS or other portion of the Work shall not relieve or release the Contractor from liability for faulty workmanship or materials or the failure to strictly adhere to the requirements of the Contract Documents, including, but not limited to, the Contractor's warranty, reliability, and guaranty obligations.

## **GP8.11 TESTING**

- GP8.11.1 Testing shall be performed in accordance with the Technical Specifications.
- GP8.11.2 Any defective or inferior materials, equipment or workmanship which is discovered during the testing or inspection shall be promptly corrected in compliance with the Contract Documents.

## **GP8.12 SHIPMENTS/DELIVERIES**

- GP8.12.1 Shipments and deliveries shall be made by the Contractor in accordance with the Technical Specifications.
- GP8.12.2 In the event any item shipped by the Contractor is not received by the SFRTA, or its agent, the Contractor shall immediately replace said item in like quantity at no charge to SFRTA.

- GP8.12.3 If the Contractor delivers an item which fails to meet the requirements of the Contract Documents, and does not promptly replace said item as required by the Contract Documents, or if the Contractor fails to deliver an item within the time specified in the Contract Documents after notification by the SFRTA, the SFRTA reserves the right to purchase said item in the open market and deduct the expense, including any excess in price over the cost of said item pursuant to the Contract, from the Contract Sum. If the amount due the Contractor under the Contract is not sufficient to meet such expenses, the SFRTA may proceed against the Contractor and/or its Sureties.

### **GP8.13 MEETINGS AND REPORTS**

- GP8.13.1 The Contractor shall record and maintain the minutes for all meetings held with any Subcontractors or Suppliers. All meeting minutes shall be provided to the SFRTA for approval prior to issuance.
- GP8.13.2 Meetings shall be scheduled at the convenience of the SFRTA and at a location selected by the SFRTA.
- GP8.13.3 Meetings requiring the attendance of the Contractor shall include the Pre-Commencement Conference, all design reviews, Monthly Progress Meetings and others as noticed by the SFRTA.

### **GP8.14 TRAINING**

- GP8.14.1 Training shall be performed by the Contractor in accordance with the requirements of the Scope of Work/Technical Specifications.
- GP8.14.2 Instructors supplied by the Contractor for any training required by the Contract Documents shall be totally fluent in English, both in technical terminology and commonly used expressions.

### **GP8.15 CANCELLATION**

If the SFRTA has incurred direct costs associated with attendance at a previously scheduled or agreed to test, inspection or meeting, which is subsequently cancelled by the Contractor, without the prior written approval of the SFRTA, such approval not to be unreasonably withheld, the Contractor agrees to, and shall, promptly reimburse the SFRTA for all direct costs and expenses incurred by the SFRTA for, or in preparing for, the cancelled test, inspection or meeting. Should the Contractor fail to promptly reimburse the SFRTA, said cost and expenses may be deducted from monies due, or which become due, to the Contractor. The SFRTA shall similarly reimburse the Contractor for direct costs if it likewise cancels a previously scheduled test, inspection, or meeting.

**END OF SECTION**

## **SECTION GP9 – PAYMENT**

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### **GP9.1 SCOPE OF PAYMENT**

- GP9.1.1 The Contractor will be paid, in the manner set forth in GP9.2 and GP9.4, the Contract Sum provided for in the Contract which sum shall be full compensation for all costs incurred for furnishing all Work, including management, materials, manufacturing, labor, incidentals, tools and equipment, for performing the Work in a complete and acceptable manner, and for all risk, loss, damage and expense arising out of the nature and performance of the Work.
- GP9.1.2 Full compensation for conforming to all the requirements of the Contract Documents shall be considered to be included in the Contract Sum and no additional compensation shall be owed or allowed to the Contractor unless authorized via Change Order.

### **GP9.2 PROGRESS PAYMENTS**

- GP9.2.1 The Contract is subject to the availability of funds and the SFRTA's obligation under the Contract is contingent upon the availability of such funds from which payment for the Contract can be made. No obligation on the part of the SFRTA for any payment shall arise until such funds are made available to the SFRTA for the Contract and until the Contractor receives written notice of such availability from the SFRTA.
- GP9.2.2 The SFRTA will make progress payments to the Contractor in accordance with the total Price of Base System, including any Options exercised by SFRTA, found on the Contract Price Form attached hereto and incorporated herein by reference, and applied to each of the milestones set forth below. Payments will be made during the course of Contractor's satisfactory performance of the Work, on approved invoices submitted by the Contractor. Mutually agreeable adjustments to the payment schedule to permit a neutral cash flow will be made as required. Progress payment invoices shall not be submitted by the Contractor until after satisfactory completion of each of the milestones set forth below and shall not exceed the following stated corresponding percentages of the total Price of the Base System, including any Options exercised by SFRTA, for each milestone:

**Table 9.2 Schedule of Payments**

Payment No.	Incremental Payment %	Cumulative Payment %	Payment Milestone
A	15%	15%	Acceptance of Project Management Plan (PMP) and QAPP
B	10%	25%	Approval of Preliminary Design Review (PDR)
C	15%	40%	Approval of Final Design Review (FDR)
D	10%	50%	Successful Completion of First Article Configuration Inspection (FACI)
E	15%	65%	Successful Completion of First Article Test (FAT)
F	5%	70%	Successful Completion of Production Acceptance Test (PAT)
G	15%	85%	Successful Completion of System Integration Testing (SIT & RSIT)
H	10%	95%	Installation Inspection Acceptance Test of the AFCS Completed (including lab equipment and systems per Section 1.6.8 and 1.83.3 of Technical Specification)
I	3%	98%	Acceptance of all required Manuals per the Technical Specification
J	2%	100%	Completion and Final Acceptance of AFCS and Successful Completion of the last two- year Warranty period

**GP9.2.3**

Invoices for progress payments shall be submitted by the Contractor on forms approved by the SFRTA. Each invoice shall be supported, as required by the Contract Documents, with evidence that the activities associated with the Milestone Payments have been completed. Contractor's invoices shall be submitted to the SFRTA. Each invoice shall include:

- (A) Purchase Order Number.
- (B) Agreement number;
- (C) Serial number(s) of AFCS invoiced (if applicable) and all documents required by Contract Documents;
- (D) Total invoice amount.

The Contractor shall certify, in each invoice, that the Work invoiced has been done and approved by the SFRTA and performed in accordance with the requirements of the Contract Documents.

**GP9.2.4**

In the event expenditures reimbursed to the Contractor under the Contract Documents are subsequently disallowed by the SFRTA, due to accounting errors or changes not in conformity with the Contract

Documents, the Contractor shall immediately refund such amounts to the SFRTA.

- GP9.2.5 After receipt, the SFRTA will review and evaluate each invoice for progress payments and the supporting data, and forward same to the SFRTA for approval with SFRTA's recommendation on payment. No progress payment will be approved by the SFRTA until an invoice therefore is received from the Contractor and accepted, and the SFRTA has verified that all Work covered thereby has been performed in accordance with the requirements of the Contract Documents.
- GP9.2.6 The SFRTA will notify the Contractor within fifteen (15) days of receipt of an invoice if there are any issues regarding the invoice. Each SFRTA-approved invoice will be paid by the SFRTA within forty-five (45) days of the SFRTA's receipt of a proper invoice in accordance with Section 218.74, Florida Statutes. Milestone payments shall not be construed as relieving the Contractor from sole responsibility for all engineering, material, equipment and Work upon which payments have been made and the restoration of all defective work, or as waiving the right of the SFRTA to require the fulfillment of all of the requirements of the Contract Documents.
- GP9.2.7 Payments made under the Contract Documents by the SFRTA shall not be construed as an acceptance of defective work or acceptance of improper material, nor as condoning any omission of required work. No payment or certificate, final or otherwise, shall be construed as relieving the Contractor from its contractual obligations to make acceptable any defects and consequences thereof, discovered in the Work, even when discovered after completion or acceptance of same. No payment or certificate, final or otherwise, shall be construed as a waiver of any of the Contractor's obligations set forth in the Contract Documents.
- GP9.2.8 No progress payments will be owed or made for any portion of the Work not in accordance with the requirements of the Contract Documents.
- GP9.2.9 The SFRTA may withhold payment of any progress payment due the Contractor until the Contractor has performed all applicable administrative tasks to be completed as required by the Contract Documents. Also, if documents, data, samples, drawings, and submittals or any part thereof required to be supplied by the Contractor pursuant to the Contract Documents are not delivered within the time specified by the Contract Documents, or are deficient upon delivery, the SFRTA may, until such documents, data, samples, drawings or submittals are delivered or the deficiencies are corrected, withhold any

monies due or that may become due to the Contractor. The withholding of any payments to the Contractor shall not be construed as a waiver of any rights accruing to the SFRTA under the Contract Documents or according to law.

### **GP9.3 CONTRACT ADMINISTRATION CLOSE-OUT**

The following list of items collectively constitutes the Contract Administration Close-out Work for the Contract:

- (A) The Contractor supplying a general release to the SFRTA in a form to be supplied by the SFRTA;
- (B) Surety concurrence in final payment (both labor and material);
- (C) For non-Florida corporations, the necessary certificates from the Florida Department of Revenue and Department of Labor and Industry, Bureau of Unemployment Compensation;
- (D) Release of all claims and liens against the SFRTA arising by virtue of the Contract;
- (E) Final and satisfactory As-Built Drawings and the satisfactory delivery of all other remaining documents required by the Contract Documents to be supplied to the SFRTA by the Contractor;
- (F) Finalized Operation and Maintenance Manuals;
- (G) Finalized spare parts, catalogs and/or lists; and
- (H) Delivery of the two (2) year warranty and the satisfactory completion of all reliability testing.

All of the above listed items shall be completed and submitted to the SFRTA at the latest, within thirty (30) days after the completion by the Contractor and the acceptance by the SFRTA of all other portions of the Work. Contract Administration Close-Out shall not be considered complete until all eight (8) items (above mentioned A-H) which comprise the Contract Administration Close-Out Work are completed in a manner acceptable to the SFRTA.

### **GP9.4 FINAL PAYMENT**

- GP9.4.1 Within thirty (30) days after the completion by the Contractor and acceptance by the SFRTA of all portions of the Work, the Contractor shall prepare and submit an invoice for the final payment. Prior pay estimates and payments shall be subject to correction on the proposed final payment.

- GP9.4.2 The Work shall not be complete until, as noted above, the Contractor has completed, and the SFRTA has accepted, all portions of the Work including, but not limited to the completion and, as applicable, acceptance of: all required tests; all technical support; all reliability periods; the two (2) year warranty; and all necessary repairs and modifications resulting from said tests, reliability periods and warranties, as required by the Contract Documents.
- GP9.4.3 The SFRTA will review the Contractor's invoice for the final payment. Any changes or corrections found necessary by the SFRTA will be submitted to the Contractor for revision. Within ten (10) days thereafter, the Contractor shall submit to the SFRTA an invoice for the final payment incorporating any changes or corrections made by the SFRTA. Said invoice will then be reviewed by the SFRTA and if approved by the SFRTA, this estimate will become the approved final payment. If, however, an invoice for the final payment is not submitted by the Contractor within sixty (60) days after the completion by the Contractor and acceptance by the SFRTA of all portions of the Work, the SFRTA may elect to make payment of such sums which are not in dispute, without prejudice to the rights of either the SFRTA or the Contractor in connection with such sums which are in dispute.
- GP9.4.4 Upon approval of the invoice for the final payment by the SFRTA, and after completion of the Contract Administration Close-Out Work as provided in GP9.3, the SFRTA will issue a Certificate of Acceptance. The Certificate of Acceptance shall certify that all the Work has been completed and accepted as of the date of the Certificate of Acceptance subject to any guarantee or warranty, expressed or implied, provided by the Contractor or pursuant to the Contract Documents. The issuance by the SFRTA of the Certificate of Acceptance shall not be construed to be acceptance by the SFRTA of any defective or inferior work, improper materials, or work not adhering to the requirements of the Contract Documents. The SFRTA will transmit copies of the Certificate of Acceptance to the Contractor, Surety and other appropriate interested agencies.
- GP9.4.5 The SFRTA will make final payment, as indicated in Table 9.2 J, to the Contractor within thirty (30) days after SFRTA approval of the Contractor's final invoice, successful completion of the two year Warranty period and completion of all other requirements of Section GP 9.4. Such final payment shall constitute full and complete payment to the Contractor for the Work.

**END OF SECTION**

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**GENERAL COMPARISON OF  
KEY COMMERCIAL TERMS  
FOR SFRTA AND SIMILAR TYPE AFCS PROCUREMENTS**

Item No.	Key Commercial Terms	AFCS and Similar Type Procurements				
		SFRTA <sup>1</sup> AFCS	Miami Dade Transit AFCS	Los Angeles UFS ("TAP")	MARTA Breeze	San Diego AFCS ("Compass")
1.	<b>General Project Scope</b>	One sole source vendor, 76 TVMs, 85 SAVs, 60 HHUs, 6 TOMs, System and equipment linked to MDT's back office processor.	140 TVMs, 286 Faregates, 4 TOMs, 100 POS devices, 1000 fareboxes, Garage computers, System Support, Fare Collection Computer Systems, Systems Interface Integration; rail, bus and peplemover.	266 TVMs, 300 SAVs, 955 limited and full function sales terminals, 2,711 fareboxes, 51 rail stations, 12 bus garages, Money Room Equipment, Central Server, Garage Computers, Business Software, Oracle Database.	418 Faregates, 115 ADA Faregates, 376 TVM's, 683 Fareboxes, Money Room Equipment, Central Server, Garage Computers, Business Software, Oracle Database.	160 TVMs, 235 SAVs, 920 Fareboxes, 175 HHUs, Central Server, Garage Computers, Business Software, Oracle Database. System delivery by two separate vendors for 3 client agencies.
2.	<b>Year</b>	2009	2008	2001	2003	2002
3.	<b>Payment Terms</b>		Progress Payments, 13 Payment items and Milestones. 20% paid upon completion of Conceptual Design Review (CDR); 83% paid upon completion of Rail First Article Test (FAT); 98% paid upon Start of Final Rail Station Operation; Final 2% paid through end of acceptance and	Progress Payments, 14 Payment items, 11 Milestones with 10% retention. 10% paid upon acceptance of Project Management and QA plans. 65% paid before delivery.	Progress Payments, 12 Payment items, 17 Milestones. 54% paid through end of design; 95% paid through end of installation and test; 5% through end of acceptance and warranty.	Progress Payments, 11 Payment items and Milestones with the 10% retention. 4% paid upon completion of Project Management Plan. 80% paid before delivery.

Item No.	Key Commercial Terms	For SFRTA and Similar Type Procurements				
		SFRTA <sup>1</sup> AFCS	Miami Dade Transit AFCS	Los Angeles UFS ("TAP")	MARTA Breeze	San Diego AFCS ("Compass")

			warranty period of 3 years			
4.	<b>Bonding</b>	100% Performance Bond, \$2.5 Million Payment Bond 10% Warranty Bond.	Performance Bond/LOC - In an amount of ten (10%) percent of the Contract Sum; Warranty Bond/LOC - In the amount of ten (10%) percent of the Contract Sum; Payment Bond/LOC - In the amount of \$2.5M.	100% Performance Bond, \$2.5 Million Payment Bond.	100% Performance Bond, \$2.5 Million Payment Bond.	Not included in Contract Terms
5.	<b>Change Orders</b>	Change Order Process with requirements for cost and schedule details and justification.	Change Order Process with requirements for details for cost and schedule details.	Change Order Process with requirements for details for cost and schedule details.	Change Order Process with requirements for documentation.	Not included in Contract Terms. Claims process only.
6.	<b>Liquidated Damages</b>	\$1,300 per day beginning 90 days after final acceptance of AFCS. Total LD's will not exceed 5% of Contract Sum.	Max total LD's not to exceed \$2,000 per day; Total LD's will not exceed 5% of Contract Sum.	Gold Line <sup>2</sup> \$500/TVM/Day, Red, Green and Blue Line \$20/Machine/Day, Buses \$20/Machine/Day, Completion of Test \$4000/Day.	Range of \$600 - \$3,100 per day depending on event as described in contract. Overall LD's limited to 7.5% of contract.	Completion of First Article Testing \$1,500 per day Completion of installation, inspection and testing \$1,000 per day. Overall LDs limited to 5% of contract.
7.	<b>Insurance</b>	Comprehensive Gen. Liability, \$5 Million Business Auto \$5Million,	Public Liability Insurance on a comprehensive basis \$1M; Automobile Liability Insurance	Comprehensive Gen. Liability \$10Million, 5 years, Auto \$5Million, Crime Coverage, \$10Million, Workers	Comprehensive Gen. Liability - Bodily Injury \$1Million per occurrence - Contract Liability \$1Million per occurrence	Commercial Gen. Liability \$1 Million Auto \$1Million Workers Comp. \$1Million

Item No.	Key Commercial Terms	For SFRTA and Similar Type Procurements				
		SFRTA <sup>1</sup> AFCS	Miami Dade Transit AFCS	Los Angeles UFS ("TAP")	MARTA Breeze	San Diego AFCS ("Compass")
		Workers Comp. Per State of Fl. Employer Liability \$100K per accident.	\$500,000; Professional Liability Insurance \$1M.	Comp, \$1Million, Subcontractors included	- Product Liability \$1Million per occurrence Auto - Bodily Injury \$500K per person \$1Million per occurrence Property Damage \$500K per occurrence	Railroad \$1Million
8.	<b>Indemnification</b>	Included. SFRTA has general and patent indemnification from Cubic only if SFRTA provides notice.	Included	Included	Included	Included
9.	<b>Warranty</b>	2 years after : (1) preliminary acceptance for portions of the AFCS, excluding software (if remaining minor items corrected within 30 days) ;and (2) final acceptance for rest of AFCS, including software	3 years after acceptance or Revenue Service Commencement for part or all of the system.	2 years after acceptance with 3 consecutive 1 year extensions at MTA option, Fleet Defect @ 10% of any system or component.	1 Year	Not included in Contract Terms
10.	<b>Project Schedule</b>	395 Days after NTP	Rail system completion 362 days after NTP; Bus system completion 205 after NTP.	Rail 920 days after NTP, Bus 736 Days after NTP.	Design Complete 630 Days after NTP, Bus and Rail Installed 1050 Days after NTP, System Acceptance 1350 Days after NTP.	665 Days after NTP
11.	<b>Termination Clauses</b>	Termination for Convenience and Default for SFRTA	Termination for Convenience and Default provisions	Termination for Convenience and Default provisions	Convenience and Default clauses	Convenience clause

Item No.	Key Commercial Terms	For SFRTA and Similar Type Procurements				
		SFRTA <sup>1</sup> AFCS	Miami Dade Transit AFCS	Los Angeles UFS ("TAP")	MARTA Breeze	San Diego AFCS ("Compass")

			included	included		
12.	<b>Acceptance, Title and Risk of Loss</b>	Included. Title and Risk pass upon acceptance.	Included	Not Included	Not Included	Not Included
13.	<b>Use and Possession Prior to Completion</b>	Included. SFRTA has the option of placing part of AFCS in revenue service.	Included	Not Included	Not Included	Not Included
14.	<b>Public Records</b>	SFRTA indemnified by Cubic for costs associated with court review to determine if documents are public records and not liable if Cubic incurs damages for any documents released by SFRTA as long as Cubic is aware of the public records request.	MDT agrees to let Cubic decide whether to fight request for any proprietary information and is indemnified by Cubic for any damages incurred by MDT for failure to release public records.	N/A	N/A	N/A
15.	<b>Payment Schedule</b>	Front loaded, but includes comprehensive inspection, test witnessing and rework activities, checklist of production units to mitigate any quality problems; 100% performance bond	Similar	Similar	Similar	Similar
16.	<b>Acceptance</b>	3 stages: pre-	3 stages: beneficial			

Item No.	Key Commercial Terms	For SFRTA and Similar Type Procurements				
		SFRTA <sup>1</sup> AFCS	Miami Dade Transit AFCS	Los Angeles UFS ("TAP")	MARTA Breeze	San Diego AFCS ("Compass")

		acceptance with minor task list, acceptance of part of ACFS and final acceptance of entire ACFS	use, conditional acceptance and final acceptance			
17.	<b>Project Oversight</b>	Above average number of obligations regarding written responses for both parties; consultant has project mgmt plan that should streamline process	Similar	Similar project oversight, less than average written obligations	Similar project oversight, less than average written obligations	Similar project oversight, less than average written obligations
18.	<b>Software Escrow Agreement</b>	Software escrow to be kept by Iron Mountain using Iron Mountain's agmt.				
19.	<b>Software License Agreement</b>					
20.	<b>Software Maintenance Agreement</b>					

Notes:

1. Procurement was sole source. SAV = Stand Alone Validator; HHU = Handheld Unit; TOM = Office Machine; TVM = Ticket Vending Machine
2. LDs were high on LA Gold Line due to a new line and delay with the TVMs would have delayed opening.
3. Information in shaded areas to be provided

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009

AGENDA ITEM REPORT

Information Item       Presentation

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

SUMMARY EXPLANATION AND BACKGROUND:

In response to a request made by the South Florida Regional Transportation Authority (SFRTA) Governing Board at its meeting on August 22, 2008, SFRTA staff has been providing a report regarding the activities of the SFRTA Planning Technical Advisory Committee (PTAC). While early PTAC reports covered basic information such as committee duties and membership, the PTAC Report now includes details such as agenda items and activities of individual PTAC meetings. The following PTAC Report is a summary of the PTAC meeting held on October 21, 2009.

Agenda items at the October 2009 meeting of the SFRTA PTAC included:

- Job Access Reverse Commute (JARC) and New Freedom (NF) Programs
- Miami-Dade MPO CSX Rail Corridor Evaluation Study
- BCT Comprehensive Operational Analysis (COA) Update
- I-95 Mobility Study
- Tri-Rail Parking Management Study

SFRTA Planning Department presented the JARC and NF agenda item, providing an update on the funding cycle and selection that were completed earlier this year. It was announced that the Federal Transit Administration (FTA) had approved all of the JARC and NF applications reviewed and endorsed by the PTAC and SFRTA Governing Board a few months prior, totaling \$2.5 million. Staff then laid out the schedule and details for the next JARC and NF funding cycle. JARC and NF funds over the next two fiscal years will be twice as much (\$5 million per year) as was available during the past cycle. For the next JARC and NF award cycle, a public workshop will be held in January and the application deadline will be in February. It is anticipated that the PTAC will then review this new round of JARC and NF applications in March.

Miami-Dade MPO staff gave a presentation on the CSX Rail Corridor Evaluation Study, which is a

(Continued on page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Chris Bross

EXHIBITS ATTACHED: None

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORTSUMMARY EXPLANATION AND BACKGROUND: (Continued)

follow up to the MPO's previous Kendall-Link transportation analysis. This study examined the possibility of a new rail link to connect the CSX Lehigh Spur (parallel to the Dolphin Expressway) with existing freight customers currently served by the CSX Homestead Subdivision and GPC Spur. A new rail link is sought because it would reduce community impacts in the West Kendall area, by eliminating freight traffic on the Homestead Subdivision and GPC Spur. This would then open up a wider range of future transit options on the Homestead Subdivision and GPC Spur, such as bus rapid transit (BRT). Potential alignment alternatives for the freight rail link were shared with the committee, with the understanding that coordination is taking place with the Miami-Dade Expressway Authority (MDX) about co-locating the rail right-of-way with potential southwestern Dolphin Expressway extension concepts. Various BRT alternatives using existing rail corridor right-of-way in the Kendall area were also shared with the committee.

Representatives from Broward County Transit (BCT) provided information on their Comprehensive Operational Analysis (COA) effort. A presentation on the COA was first given to the PTAC in April, with this item being an update on the study's status. The committee was notified of the numerous public meetings being held in October and November in order to get feedback on how the BCT system can be improved. Information was shared on COA tasks that had been completed, such as an extensive onboard survey and study team meetings with key stakeholders. It was mentioned that changes to the existing system are expected to be recommended by the study. The study is scheduled to conclude in January and some potential changes to the system could be implemented by the middle of 2010.

FDOT District 4 staff presented information on the I-95 Mobility Study, a multi-modal effort that stemmed from SIS and development impact issues raised when Broward County was updating its comprehensive plan. The study is seeking multi-modal solutions for congestion management, as there are limited opportunities for capital projects to add highway capacity. To date, the study has been using geographic information systems (GIS) to identify transportation assets and collect transit ridership and survey data. Further updates will be provided to the PTAC as the study progresses.

SFRTA's general planning consultants gave a presentation on the Tri-Rail Parking Management Study. This item was first brought to the PTAC in September, and this was a follow up to provide a status update. The study's peer review was completed, with a mix of commuter rail, light rail, and heavy rail systems with park-and-ride lots included. It was discovered that about half of the systems contract out their parking management and fee collection, while many others handle this in-house and some have local governments do so. The team also shared various peer fee structure examples, model ordinances, and fee collection methods with the committee. Some of the fee collection examples utilize new technology such as card access or a multi-space meter, while others are more standard such as a coin box or individual meters. A brief summary was also given regarding the parking focus group meetings with Tri-Rail riders, which had just concluded. Further information on the focus groups and the development of a parking elasticity model will be shared at the next PTAC meeting.

The next PTAC meeting is scheduled for December 16.

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

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Recommended by: *Daniel Mays* *12/03/09*  
Department Director      Date

Approved by: \_\_\_\_\_  
Contracts Director      Date

Authorized by: *J. H. Valletta* *12/3/09*  
Executive Director      Date

Approved as to Form by: \_\_\_\_\_  
General Counsel      Date

PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) REPORT

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  11/19/09  
General Counsel Date

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## CONSTRUCTION OVERSIGHT COMMITTEE

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The Construction Oversight Committee did not meet during the Month of October, 2009.

# **DRAFT**

## **MINUTES**

### **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING October 21, 2009**

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The Planning Technical Advisory Committee (PTAC) meeting was held at 10:30 a.m. on Wednesday, October 21, 2009 in the Boardroom of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

#### **COMMITTEE MEMBERS PRESENT:**

Mr. Larry Allen, South Florida Regional Planning Council (RPC)  
Ms. Lois Bush, Florida Department of Transportation (FDOT), District 4  
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)  
Ms. Kim Delaney, Treasure Coast RPC  
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)  
Mr. John Garcia, Miami-Dade Transit (MDT)  
Mr. Ken Jeffries, FDOT, District 6  
Mr. Shi-Chiang Li, FDOT District 4  
Mr. Joseph Quinty, SFRTA  
Mr. Jonathan Roberson, Broward County Transit (BCT)  
Mr. Fred Stubbs, Palm Tran  
Mr. Randy Whitfield, Palm Beach MPO, PTAC Chair  
Mr. Enrique Zelaya, Broward MPO

#### **ALSO PRESENT:**

Mr. Steve Anderson, SFRTA  
Ms. Loraine Cargill, SFRTA  
Mr. Bob Chapman, Kimley-Horn  
Mr. Chris Dube, FDOT District 6  
Ms. Sabrina Glenn, South Florida Commuter Services (SFCS)/Boca TMI  
Mr. Dan Glickman, Citizen  
Ms. Amie Goddeau, FDOT, District 4  
Mr. Greg Kyle, Kimley-Horn  
Mr. Mark Ledford, Kimley-Horn  
Ms. Elaine Magnum, SFRTA  
Mr. Dan Mazza, SFRTA  
Ms. Angela Morlok, Palm Beach MPO  
Mr. John Ramos, BCT  
Ms. Cindi Ritzler, SFRTA  
Mr. Carlos Roa, Miami-Dade MPO  
Mr. Jim Udvardy, SFCS  
Mr. Ravi Wijesundera, Kimley-Horn  
Ms. Natalie Yesbeck, SFRTA  
Mr. Eric Zahn, SFRTA

## **CALL TO ORDER**

The Chair called the meeting to order at 10:45 a.m.

## **ROLL CALL**

The Chair requested the roll call.

## **PLEDGE OF ALLEGIANCE**

### **AGENDA APPROVAL** – Additions, Deletions, Revisions

A motion was made by Mr. Larry Allen to approve the agenda. The motion was seconded by Mr. Jonathan Roberson. The motion was called to a vote and carried unanimously.

## **DISCUSSION ITEMS**

### **MATTERS BY THE PUBLIC** – None

### **CONSENT AGENDA**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

**C1 – MOTION TO APPROVE:** Minutes of Planning Technical Advisory Committee Meeting of September 16, 2009.

A motion was made by Mr. Fred Stubbs to approve the meeting minutes. The motion was seconded by Mr. Allen. The motion was called to a vote and carried unanimously.

### **REGULAR AGENDA**

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

No items.

### **INFORMATION / PRESENTATION ITEMS**

Action not required, provided for information purposes only.

## **11. - INFORMATION:** Job Access Reverse Commute (JARC) and New Freedom Programs

Mr. Ravi Wijesundera with Kimley-Horn began the presentation by giving an update on the JARC and New Freedom (NF) project applications that were reviewed and endorsed by the PTAC and SFRTA Governing Board earlier this year. Mr. Wijesundera announced that these seven JARC and NF project applications (seeking FY 2007 funds) were approved by the Federal Transit Administration (FTA). He

mentioned that SFRTA is now working to develop third party agreements in order to pass these funds through to the individual applicants, with the only exception being Miami-Dade Transit (MDT) because MDT is authorized to receive the JARC and NF funds directly from FTA.

Mr. Wijesundera then announced that the next funding cycle (for FY 2008 & 2009 JARC and NF funds) will begin shortly. He noted that the combined JARC and NF funds available for FY 2008 will be \$5 million, with an even higher \$5.8 million total available for FY 2009. Each of these funding amounts is approximately twice as much as was available in the FY 2007 cycle. Mr. Wijesundera clarified that both FY 2008 and 2009 funds will be awarded during the upcoming cycle. He noted that unlike last year, there is more time for the solicitation, review, and selection process. As a result, the process is beginning earlier this time around, with a key emphasis to get the word out and get more public and private sector entities familiar with the process. He pointed out that for the upcoming funding cycle, the schedule will include a public workshop with a representative from FTA in attendance, likely to be held at SFRTA's offices in mid January. Mr. Wijesundera stated that the workshop would be an opportunity for the applicants to come and learn about the JARC and NF process and become familiar with the type of projects are eligible and what's the application process, selection criteria etc. He also noted that included in the agenda package is a draft schedule that highlights some of the key dates in the upcoming funding cycle process. Some components include advertising the public notification for projects sometime in December, holding the public workshop in January 2010, an application deadline around the third week of February, PTAC member evaluation in March, and selection by the SFRTA Governing Board in April. Mr. Wijesundera noted that he and SFRTA staff will be giving updates to the committee throughout. He closed by asking PTAC members' assistance in getting the word out and mentioning that SFRTA will be the point of contact for any JARC and NF related questions.

## **12. - INFORMATION: Miami-Dade MPO CSX Rail Corridor Evaluation Study**

Mr. Wilson Fernandez of Miami-Dade MPO gave a detailed presentation on the recently completed CSX Rail Corridor Evaluation Study, which is a follow up of the MPO's previous Kendall-Link transportation analysis. Mr. Fernandez explained that this study examined the possibility of a new rail link to connect the CSX Lehigh Spur (parallel to the Dolphin Expressway) with existing freight customers currently served by the CSX Homestead Subdivision and GPC Spur. He stated that a new rail link is sought because it would reduce community impacts in the West Kendall area, by eliminating freight traffic on the Homestead Subdivision and GPC Spur. This would then open up a wider range of future transit options on the Homestead Subdivision and GPC Spur, such as bus rapid transit (BRT). As part of the presentation, potential alignment alternatives for the freight rail link were shared with the committee, with Mr. Fernandez noting that coordination is taking place with the Miami-Dade Expressway Authority (MDX) about co-locating the rail right-of-way with potential southwestern Dolphin Expressway extension concepts. Various BRT alternatives using existing rail corridor right-of-way in the Kendall area were also shared with the committee. Mr. Fernandez pointed out that the BRT options that have been developed use a mix of both the and CSX Homestead Subdivision and FEC (Ludlam Trail) corridors.

## **13. - INFORMATION: BCT Comprehensive Operational Analysis (COA) Update**

Mr. Jonathan Roberson of Broward County Transit (BCT) presented this item. He began by distributing a flyer on the various workshops to be held in Broward County regarding BCT's Comprehensive Operational Analysis (COA) Study. Mr. Robertson stated that the purpose of the workshops is to have an interactive charrette type of workshop that would involve current users and potential users of the system and find out what's working for them and what's not in the current system. He also pointed out that the COA Study consultant team has been meeting with key stakeholders in the region and most of

the committee has probably been contacted. Mr. Roberson commented that today's presentation was a general update, with a more detailed update and wrap up to follow in the coming months. For example, the team has all of the data from the recent onboard survey, but it's really not digestible yet. He noted that the survey data, stakeholder meetings, and public workshops will combine to help complete the COA effort. Mr. Roberson mentioned that changes to the existing BCT system are expected to be recommended by the study. He added that the study is scheduled to conclude in January and some potential changes to the system could be implemented by the middle of 2010. Chairman Whitfield asked how the COA Study relates to the TDP. Mr. Roberson replied that the COA should refine the TDP service plan.

#### **14. - INFORMATION: I-95 Mobility Study**

Ms. Amie Goddeau, of FDOT District 4 gave a presentation on the I-95 Mobility Study, which is currently in progress. Ms. Goddeau commented that the study is a multi-modal effort that stemmed from SIS and development impact issues that were raised when Broward County was updating its comprehensive plan and transportation element. She also referenced two related issues, the new update of the SIS and new I-95 legislation. Ms. Goddeau noted that the study is seeking multi-modal solutions and looking at parallel facilities for congestion management, as there are limited opportunities for capital projects to add highway capacity. To date, the study has been using geographic information systems (GIS) to identify transportation assets and collect transit ridership and survey data. Ms. Goddeau mentioned that recent I-95 survey data has found that 60% of origins and 72% of destinations are within two miles of the Interstate. She concluded by stating that further updates will be provided to the PTAC as the study progresses.

#### **15. - INFORMATION: Tri-Rail Parking Management Study**

Mr. Greg Kyle of Kimley-Horn introduced this item, noting that the Parking Management Study was first presented to the committee at last month's meeting and now there are further findings to share. Mr. Kyle discussed the study's peer review task, which examined what other transit agencies and some local municipalities are doing in terms of managing their parking facilities. He noted that the peers included a mix of commuter rail, light rail, and heavy rail systems in the U.S that charge a fee for parking. Mr. Kyle said that of these systems, approximately half are managing their parking in-house, while the other half contracts out these services to third party operators. He then noted the pros and cons of each approach. Mr. Kyle then reviewed some of the parking fee structures and policies in place at these peer systems. He mentioned that daily fees range from \$1 to \$12 per day and monthly fees range from \$10 to \$116. Different parking management and revenue collection methods were also shared. Some of the fee collection examples utilize new technology such as card access or a multi-space meter, while others are more standard such as a coin box or individual meters. A brief summary was also given regarding the parking focus group meetings with Tri-Rail riders, which had just concluded. At the three focus group meetings, riders provided helpful feedback, including concerns about new parking fees, especially considering recent Tri-Rail fare increases. In closing, it was mentioned that a next major step of the study will be the development of an elasticity model to measure the potential negative impact of parking fees on Tri-Rail ridership. Committee member questions and comments were related to parking lot ownership issues, adding parking costs directly to the ticket costs, and pedestrian access to stations.

#### **OTHER BUSINESS:**

Mr. Quinty stated that South Florida East Coast Corridor (SFECC) Study Public workshops are being held throughout October. He mentioned that a flyer with the scheduled dates and locations for the

workshops is included in the meeting agenda packet. Ms. Delaney commented that she had attended some of the workshops and that the audio presentation was worth seeing.

**SFRTA EXECUTIVE DIRECT OR REPORTS/COMMENTS**

None.

**PTAC MEMBER COMMENTS**

None.

**ADJOURNMENT**

The meeting was adjourned at 12:20 pm.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**MARKETING COMMITTEE MEETING**  
**October 21, 2009**

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The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Wednesday, October 21, 2009 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33<sup>rd</sup> Street, Pompano Beach, Florida 33064.

**COMMITTEE MEMBERS PRESENT**

Bonnie Arnold (Vice Chair), SFRTA/Tri-Rail  
Phyllis Berry, (Chair) Broward County Transit  
Michael DeCossio, Miami-Dade Transit

**COMMITTEE MEMBERS NOT PRESENT**

Lili Finke, Palm Tran  
Jeremy Mullings, Florida Department of Transportation (resigned, awaiting replacement member)

**ALSO PRESENT**

Kendra Cardella, SFRTA/Tri-Rail  
Robyn Chiarelli, South Florida Commuter Services  
Bobbie Crichton, Miami-Dade Transit  
Ashley Fischer, Bitner Goodman  
Victor Garcia, SFRTA/Tri-Rail  
Carol Gold, SFRTA/Tri-Rail  
Jose Gonzalez, Deputy County Attorney/Broward County  
Robyn Hankerson, Bitner Goodman  
Ruth Kimbrough-Bent, Miami-Dade County Government Information Center (dialed in)  
Mary Jane Lear, SFRTA/Tri-Rail  
Jeff Olson, SFRTA/Tri-Rail  
Jennifer Paul, SFRTA/Tri-Rail  
Steve Rosenberg, SFRTA/Tri-Rail  
Ari Rothenberg, SFRTA/Tri-Rail  
Aileen Sanchez, Miami-Dade Animal Services (dialed in)  
Donna Santiago, Broward County Transit  
Jennifer Ryan, South Florida Commuter Services  
Owen Torres, Miami-Dade County Office of Communications (dialed in)  
Jim Udvardy, South Florida Commuter Services  
Doris Williams, Broward County Transit

**CALL TO ORDER**

The meeting was called to order at 2:05 p.m.

**ROLL CALL**

A quorum was present.

**AGENDA APPROVAL**

Agenda was approved

**MINUTES APPROVAL**

Prior Meeting Minutes were approved.

**MATTERS BY THE PUBLIC**

None

**REGULAR AGENDA**

None

**INFORMATION / PRESENTATION ITEMS**

**II. – PRESENTATION: Social Media**

- In order to set the tone for subject meeting, the following video was shown demonstrating the influence of present-day communications via computer and cell phone-based applications.

Social Media Revolution

<http://www.youtube.com/user/socialNCTR#p/a/f/0/fVXKI506w-E>

The following individuals made presentations:

- Jose Gonzalez, Broward County Deputy County Attorney for eleven years, has been assigned to develop Broward County's Social Media Ordinance. Below are highlights of Mr. Gonzalez's presentation.
  - This is an evolving area of the law with no final determinations.
  - No opinion has been issued by the Broward County Attorney's Office relative to the use of social media sites.
  - The Attorney General is meeting with various technology companies and experts for more insight.
  - Public records, Sunshine Law and agreements are issues unique to Florida government agencies.
  - People are not aware of the importance of the agreements they are approving by checking off a box on a social media entity. An employee of a government agency is putting himself/herself in jeopardy by signing without reading and putting the agency in the same position. In essence, they are entering into a contract. There are some terms and conditions in the agreements with which some government entities are uncomfortable. The federal government recognized this so they negotiated special agreements with Facebook, YouTube and some others and some of these provisions were removed. Those agreements are not available to other government entities and the public at this point. The federal Freedom of Information Act is not as broad as Florida's Public Records Act through which almost everything is available.
  - Twitter seems to have the least offensive terms and conditions applicable to a government agency. The Attorney General's office is using Twitter, so that may be an indication of its being more readily acceptable for social media purposes.

- Coral Springs' City Attorney had a recent issue with the use of Facebook. The Attorney General's Office was contacted for guidance and the result was that Facebook is not prohibited if the government entity can say that there is a government public purpose that justifies the use of Facebook, and then it is acceptable.
- Government agencies' adherence to the Sunshine Laws is a requirement for printed records as well as electronic records. Since these documents are maintained by Facebook or Twitter for example, the government entity doesn't have access to the complete file; only the part that was uploaded is accessible. Opinion still needs to be arrived at regarding the extent of what is necessary to keep and for how long. Presently, these documents need to be kept forever, until such time as a legal opinion is reached.
- Board members may not meet privately but only in an advertised meeting, open to the public.
- Relative to comments made on these sites, which may be considered irrelevant, offensive, and not the opinion of the entity on whose site this appears, comments cannot be censored at the whim of the agency. Obscene postings may be the only exception.
- Due to all the uncertainty involved with making the choice of which social media form to use and its possible ramifications, Mr. Gonzalez is recommending they not be used unless advice is given by an agency's own attorney.

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**A PowerPoint presentation was given by Owen Torres, Ruth Kimbrough-Bent and Aileen Sanchez (\*via teleconference from Miami) showing Miami-Dade County's point-of-view on social media. A print-out of this presentation is attached to the minutes on file. Talking points below enhance the information in the presentation.**

- Owen Torres\*, Miami-Dade County Office of Communications, covers media relations for the Mayor's Office, County Manager and Administration as well as responding to public records requests, spokesperson, speech writer and social media coordinator.
  - Mr. Torres stated that Miami-Dade County subscribes to most of the popular social media entities such as Facebook, Twitter, YouTube, as well as several in-house blogs. Although there is much information contained in these formats, the preference is for the public to rely on [www.MiamiDade.gov](http://www.MiamiDade.gov) for its information.
  - According to a survey conducted every two years, social media is responsible for only 6% of respondents, while television remains the most popular choice.
  - The postings are totally factual. Opinions are not given.
  - Constant updating is necessary as old information will make the public lose interest and stop logging on. Blogs are encouraged as comments are extremely useful.
- Ruth Kimbrough-Bent\*, Miami-Dade County Government Information Center, handles the County's website [www.MiamiDade.gov](http://www.MiamiDade.gov), marketing, the TV station MDTV, internal communications to 29,000 employees, Twitter account, YouTube and Facebook.
  - Ms. Kimbrough-Bent stated that it is important to establish goals before reacting to the pressure to join social media. Don't do it because everyone else is doing it.

- Some examples of goals could be crisis communication, increase sales, increase awareness and participation, citizen engagement, campaigns and customer service, among countless possibilities. Social media was used for the launch of EASY Card.
- Must be very committed to constantly updating information or it will quickly become obsolete or boring. It is very important to know who your audience is and focus on fun stuff at first in order to draw interest. Try to dedicate time each day.
- Do not censor comments as that would violate First Amendment Rights. Instead, try to turn the response positive. Offensive language is unacceptable, as a government entity's social media sources should be G-rated.
- Think of your page as a billboard. Use it to tease your audience. Do not put all the information on Twitter, for example, but create enough audience interest in order to make them want to log onto your website.
- Err on the side of caution by not deleting anything since it is a public record.
- Aileen Sanchez\*, Miami-Dade Animal Services
  - Ms. Sanchez is responsible for a Facebook page and suggests that it be kept fresh and real. Post frequently and honestly and always research the subject.
  - Use a camera for postings. It makes the reading more interesting and gives it immediacy. Respond to comments quickly. The public follows comments and needs to see that issues are being addressed.
  - Involve your public with such facets as volunteerism, training, events, opportunities, services, visits, awards, donations and goals.
  - Keep text to a minimum and photos to a maximum.

**A PowerPoint presentation was given by Ashley Fisher entitled "Social Media 1." A print-out of this presentation is attached to the minutes on file. Talking points below enhance the information in the presentation.**

- Ashley Fisher is the social media specialist for the public relations firm, Bitner Goodman. She formerly worked for the Greater Ft. Lauderdale Convention and Visitors Bureau (GFLCVB). While at GFLCVB, Ms. Fisher was recognized as one of the five top travel marketers on Twitter.
  - An advantage of social media is that very often news agencies will pick up the story and broadcast it; a big plus when dealing with service delays, local events, fare and schedule changes and promotions.

**A question and answer session followed:**

- Ashley Fisher: *Why is the Convention and Visitors Bureau able to do this yet transit agencies cannot?*
- Phyllis Berry: *Because CVB's are considered a business and are funded differently, not with property tax but with the bed tax.*
- Ari Rothenberg: *Does this mean we are moving forward with social media or is this meeting for education?*

- Phyllis Berry: We are all from different agencies and all at different levels. MDT is already there. BCT has an ordinance that is going before the Board of County Commissioners.
- Bonnie Arnold: *How is Miami-Dade County allowed to be doing this?*
- Owen Torres: As communicators, we just took the initiative and went forward with it. All the major cities across the country are already involved in social media so in order to not fall short, we decided to move forward. There was no consultation with Miami-Dade County attorneys.
- Jeff Olson: Mr. Olson commented that the records that are created on sites by MDT is an issue. He continued by stating that it would not be acceptable to his client's retention obligation to tell them to wait until their Facebook page filled up. With regard to the comments about deleting objectionable comments, it was stated that being a First Amendment issue there was the sense that comments would not be deleted. The First Amendment is not the issue in Florida; public record law dictates that records be kept and deletion is a violation of state law.
- Owen Torres: Mr. Torres stated that no record has ever been deleted from the County's database.
- Doris Williams: *Ms. Williams directed her question to the Miami-Dade County communications people teleconferenced in. Since the Mayor's Office acts as the umbrella for all the other departments, how are the editors included? Are responses solely from the communications group's point-of-view or are the comments gathered from the each of the departments?*
- Owen Torres: Mr. Torres stated that he receives input from 50-plus information offices and requests that if there are any "issues" in the material, his departments be consulted first. No opinions are accepted. The posting must contain only factual information.
- Michael DeCossio: *Mr. DeCossio asked what prevents an employee of the county or a transit agency from creating his or her own Twitter or Facebook account and giving it a transit-related name and posting information from home?*
- Jeff Olson: Mr. Olson stated that if one conducts county business from a personal Twitter or Facebook account, then he or she is subjecting themselves to public records law.
- Michael DeCossio: Mr. DeCossio cited as an example, citizens who form a coalition and post transit-related issues derived from Miami-Dade County's website.
- Jeff Olson: Mr. Olson stated that if one is not employed by the county, then he or she is not subject to public records law.
- Phyllis Berry: Ms. Berry stated that in Broward County, computers are blocked from any connectivity. FTA is on Facebook and it is very frustrating because BCT cannot get on to get information.
- Owen Torres: Miami-Dade County's employees are blocked from engaging in any form of social media. In order for PIO's to be given access, they need permission from the Communications Department, their director and

- Enterprise Technology Services Department (ETSD). They then have to state why they need this access.
- Donna Santiago: *Ms. Santiago questioned how much time is spent working on these social media websites and how much staff is needed?*
- Owen Torres: Mr. Torres stated that first thing every morning staff researches e-news clips, media websites, then the blogs are read to determine what the public is talking about. Three or four staff members research their respectively assigned websites for about an hour and then perform a mass distribution via e-mail internally. There are a few checks during the course of the day regarding Facebook entries. This process generally runs one to two hours per day.
- Phyllis Berry: *Is each agency at the same level of involvement?*
- Michael DeCossio: Each agency is at a different point in developing its social media resources.
- Robin Chiarelli: *What tools can you recommend to bring people to your social media account?*
- Ashley Fisher: On Facebook, you have the opportunity to advertise by making entries that specify your needs, location, school, organizations, age, birthday, woman, man, etc. Twitter is contact-based and allows for posting pages which can be researched to customize needs.
- Ari Rothenberg: Mr. Rothenberg added his comments to Ms. Fisher's by stating that each piece is advertisement regardless of the format and each individually can link you to the other or it tells you the source. It should be considered a whole unit as opposed to being an individual piece.
- Phyllis Berry: *Ms. Berry asked whether it is conceivable that social media can end up on your website with something your agency wouldn't want to be paired with, such as advertising for an alcoholic beverage?*
- Ashley Fisher: It is extremely rare that something objectionable would suddenly appear.
- Ari Rothenberg: You really cannot control which ads pop up, but Facebook is more careful about what they allow to be posted than My Space. YouTube generally adds a list of videos at the end of the posting which they consider related to the topic. There is no control over whether that topic is actually related and if it is positive or detrimental to the subject.
- Ashley Fisher: Ms. Fisher stated that her work generally involves demographics and she specifically selects her audiences, so any posting would generally be related to the group.
- Bonnie Arnold: Ms. Arnold stated that this topic will be discussed at a few of the sessions at the upcoming APTA Workshop in Ft. Lauderdale.
- Phyllis Berry: Ms. Berry thanked the presenters and the attendees for a very interesting meeting and congratulated Ms. Arnold for being chosen as the new Chair of APTA's Marketing and Communications Committee.

**AGENCY REPORTS**

No agency reports were given at the meeting.

**OLD BUSINESS**

None

**NEW BUSINESS**

None

With no further comments, the meeting adjourned at 4:15 p.m.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**MARKETING COMMITTEE MEETING**  
**September 15, 2009**

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The Marketing Committee Meeting of the South Florida Regional Transportation Authority Governing Board was held at 2:00 P.M. on Tuesday, September 15, 2009 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33<sup>rd</sup> Street, Pompano Beach, Florida 33064.

**COMMITTEE MEMBERS PRESENT**

Bonnie Arnold (Vice Chair), SFRTA/Tri-Rail  
Phyllis Berry, Broward County Transit  
Michael DeCossio, Miami-Dade Transit  
Lili Finke, Palm Tran  
Jeremy Mullings, (Chair), Florida Department of Transportation (resigned prior to this meeting)

**COMMITTEE MEMBERS NOT PRESENT**

**ALSO PRESENT**

Dan Glickman, private citizen  
Robyn Hankerson, Bitner Goodman  
Steve Rosenberg, SFRTA/Tri-Rail  
Jim Udvardy, South Florida Commuter Services

**CALL TO ORDER**

The meeting was called to order at 2:05 p.m.

**ROLL CALL**

**AGENDA APPROVAL**

Agenda was approved with the exception that due to a late development after Agenda approval, it was learned that Mr. Mullings resigned from this Committee; therefore a new Chair will be elected.

**MINUTES APPROVAL**

Prior Meeting Minutes were approved.

**MATTERS BY THE PUBLIC**

None

**REGULAR AGENDA**

**ELECTION OF NEW CHAIR:**

Ms. Arnold nominated Ms. Berry to be the new Chair by replacing Mr. Mullings; Ms. Finke seconded. Motion passed unanimously.

Ms. Berry suggested a meeting apart from the *regular Committee Meetings* where objectives can be set for the year and what we hope to accomplish. This would include target dates, guest speakers and other brainstorming methods in a “retreat” environment.

Ms. Berry asked that the SFRTA by-laws be made available to the Committee. Mr. Rosenberg stated that he would e-mail the file to the Members before the next meeting. Ms. Arnold stated that the only voting rights of the Committee would be made by its agency members. Ms. Finke suggested Palm Tran’s new facility for a special meeting. She further stated that she would send the routing to the Members so that they could use public transportation to get there. This meeting will be advertised per regulations.

## **INFORMATION / PRESENTATION ITEMS**

### **II. EASY CARD UPDATE**

- Mr. DeCossio stated that the new system will be active on Friday, but the “old” way will still be available for entering the Metrorail Station. The option of paying cash or using Metropass will be allowed. The real launch will take place on October 1, at which time only EASY Card will be allowed. Mr. DeCossio handed out brochures about EASY Card and its outlets and also passed around posters to the Committee. Mr. DeCossio is very impressed at how well-received EASY Card was by Sedano’s Supermarket chain as well as by check-cashing establishments. Mr. DeCossio is still working with MIA for acceptance as well as installation of TVMs due to the airport’s heavy traffic flow.
- Mr. DeCossio expressed his concern about the discontinuation of paper transfers and how MDT passengers have become used to using them. Without purchasing an EASY Card, they will have to pay full fare every time they board. That, plus the fact that many of MDT’s riders have a language barrier. Mr. DeCossio has been conducting many interviews on radio with some using an open microphone; a great device for answering the public’s questions.
- Ms. Berry asked for a clarification regarding the September 18 date of making EASY Card available to the public for free. Mr. DeCossio stated they would be free until October 16 at which time the card will cost \$2.00 to which the public could add any amount they want, to this card. Any value can be added to the card starting at \$5.00 with a maximum of \$150.00.
- Ms. Berry asked Mr. DeCossio how MDT is educating its riders relative to the transfer policy. She asked if there were any notifications in addition to the one that says that a fifty cent charge will be collected for those with an EASY Card. Mr. DeCossio stated he is printing informational pamphlets and a ticket called “intercounty transfer ticket.” It has the branding of the EASY Card and has spaces on the reverse for date stamping. Mr. DeCossio stated he will forward a book to Ms. Berry. These tickets are only necessary for those routes that connect via a BCT bus.
- Tri-Rail will be giving its monthly riders an EASY Card during the introductory period until the transfer fees go into effect. It will be loaded with their Tri-Rail monthly fare plus the MDT monthly fare, which is \$40.00, totaling \$140.00. The back of the card will hold a hologrammed sticker, renewable monthly. The sticker type must match the ticket type.
- Ms. Arnold explained the process thus: First a passenger must purchase a Tri-Rail monthly ticket and take it to a kiosk agent who will stamp it “MDT Transfer Issued, Not Valid for Tri-Rail Travel.” In essence, it goes from being a ticket to becoming a receipt. Then the agent will give the person the appropriate sticker for their EASY Card. An occasional rider will have to get a free transfer from a kiosk by getting an EASY Ticket. This will go into

effect on October 1<sup>st</sup> but they will not have to pay for an additional transfer until approved by the Miami-Dade County Board of County Commissioners.

- Mr. DeCossio stated that MDT was recognized by APTA for the EASY Card program and won First Prize.
- Ms. Berry asked what happens to a passenger who begins travel on Palm Tran or BCT. Mr. DeCossio stated that if the passenger has a monthly card for those agencies, it would be the same as if they had a monthly Tri-Rail pass.

## **I2. TRANSFER FEES BETWEEN SYSTEMS**

- Ms. Berry discussed the meetings that have taken place between the executive directors of the four agencies at which a universal (transfer) card was the main issue; as well as the task of determining the portion of the funds to be payable to each agency involved. There is still confusion about the transfer fees and their uniformity of application. Actual transfer prices still need to be determined, but the hope is that they will be reciprocal between agencies. Palm Tran and BCT both stated that their base fares are all increasing.
- Ms. Arnold stated that some fare adjustments will be presented to SFRTA Governing Board due to the inability of the ticket vending machines to handle nickel and dime amounts, so there has been machine failure or requests by the machine for exact change only. Fares will be rounded up or down to quarter increments.
- Mr. Glickman questioned that since tickets from Tri-Rail and MDT are based on calendar months and BCT and Palm Tran are on 31-day periods. Mr. DeCossio stated that fifty cent reciprocal transfers will be accepted intersystem, but not monthly passes from BCT and Palm Tran.

## **I3. ARRA FUNDS / PROJECTS**

- Palm Tran received funds for purchasing buses
- BCT will be buying bus shelters, renovating its facility near Ft. Lauderdale Airport and installing GPS equipment in paratransit vehicles. Ms. Berry stated that the FTA has specific guidelines that must be adhered to regarding usage of the funds, including a specific logo for ARRA projects.
- MDT will use some of the money for signage replacement, bettering stations, optic cable for Metromover, and some bus purchases.

## **I4. SCHEDULE AND BUS UPDATES**

Any pertinent comments are contained below under the specific agency.

## **AGENCY REPORTS**

### **BROWARD COUNTY TRANSIT**

- BCT is gearing up for 95 Express which is supposed to begin in mid-January.
- Originally the Breeze on Route 441 and University Drive to Golden Glades via the I-95 toll lanes was to be used. With FDOT's approval, the route will begin at the Pembroke Lakes Mall in Pembroke Pines, go along Hollywood/Pine Boulevard (with minimal stops) to Golden Glades and then to Downtown Miami. Ms. Berry is interested in knowing how MDT will market this service.

**FDOT**

No representation at this meeting

**MIAMI-DADE TRANSIT**

- Mr. DeCossio stated that major lineup changes will take place in December with many mileage cutbacks. Research is ongoing relative to duplication of service since some cities have their own bus service which serves the same routes.

**PALM TRAN**

- The Martin County Express is doing well.
- Hosting Leadership Palm Beach County
- Wellington Park and Ride to begin in November
- New guide book to be available in late October
- Going out to bid for an advertising contract
- Fare increase will entail many changes

**SOUTH FLORIDA COMMUTER SERVICES**

No further comments

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY/TRI-RAIL**

- Tri-Rail launched its “Go Green and Save” campaign this month.
- In talks about the Super Bowl and the Pro Bowl. Additional service to be put in place at night. Looking for shuttle sponsorship.
- New schedule has greatly improved on-time performance.
- APTA’s Annual Meeting will take place in Orlando October 4 – 7. The Marketing and Communications Meeting will take place on October 4, from 1:00 – 3:00 p.m.
- Ms. Arnold stated that the FPTA Marketing Awards Committee is still looking for judges. If any Committee members can recommend any marketing professionals in the Orlando area it would be appreciated

***BITNER GOODMAN***

- Working with SFCS to recognize companies that promote public transportation to their employees by subsidizing their travel. These companies will be featured on Channel 10 (ABC). Ms. Berry stated that BCT’s Natalie Goldberg has been doing something similar for BCT and has so far recognized about 30 companies that are proactive in working with their employees toward using public transportation.

**OLD BUSINESS**

None

**NEW BUSINESS**

None

With no further comments, the meeting adjourned at 3:10 p.m.

AGENDA REPORT  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING  
December 11, 2009

OCTOBER RIDERSHIP

Total monthly ridership for October has decreased 20.5 % when compared to October of last year. Weekday ridership has decreased by 22.1% for October, while the average weekday ridership in October 2009 was 12,785 per day versus 15,708 per day for 2008. Total weekend ridership has decreased by 11.4% when compared to last year. Total Fiscal Year ridership is down by 22.2%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual October 2009	Actual October 2008	October '09 vs. '08 %	FY 10 Rider ship To Date	FY 09 Rider ship To Date	FYTD 10 vs '09 %
M-F	281,268	361,274	-22.1%	1,025,185	1,342,044	-23.6%
Saturday	21,881	20,781	5.3%	77,484	87,238	-11.2%
Sunday	15,676	18,753	-16.4%	65,943	77,116	-14.5%
Holidays	0	0	0.0%	10,774	9,691	11.2%
	318,825	400,808	-20.5%	1,179,386	1,516,089	-22.2%

Note: Ridership figures are based on daily reports from Veolia.

**Chart 1 - SFRTA Riders and Revenue Trends**

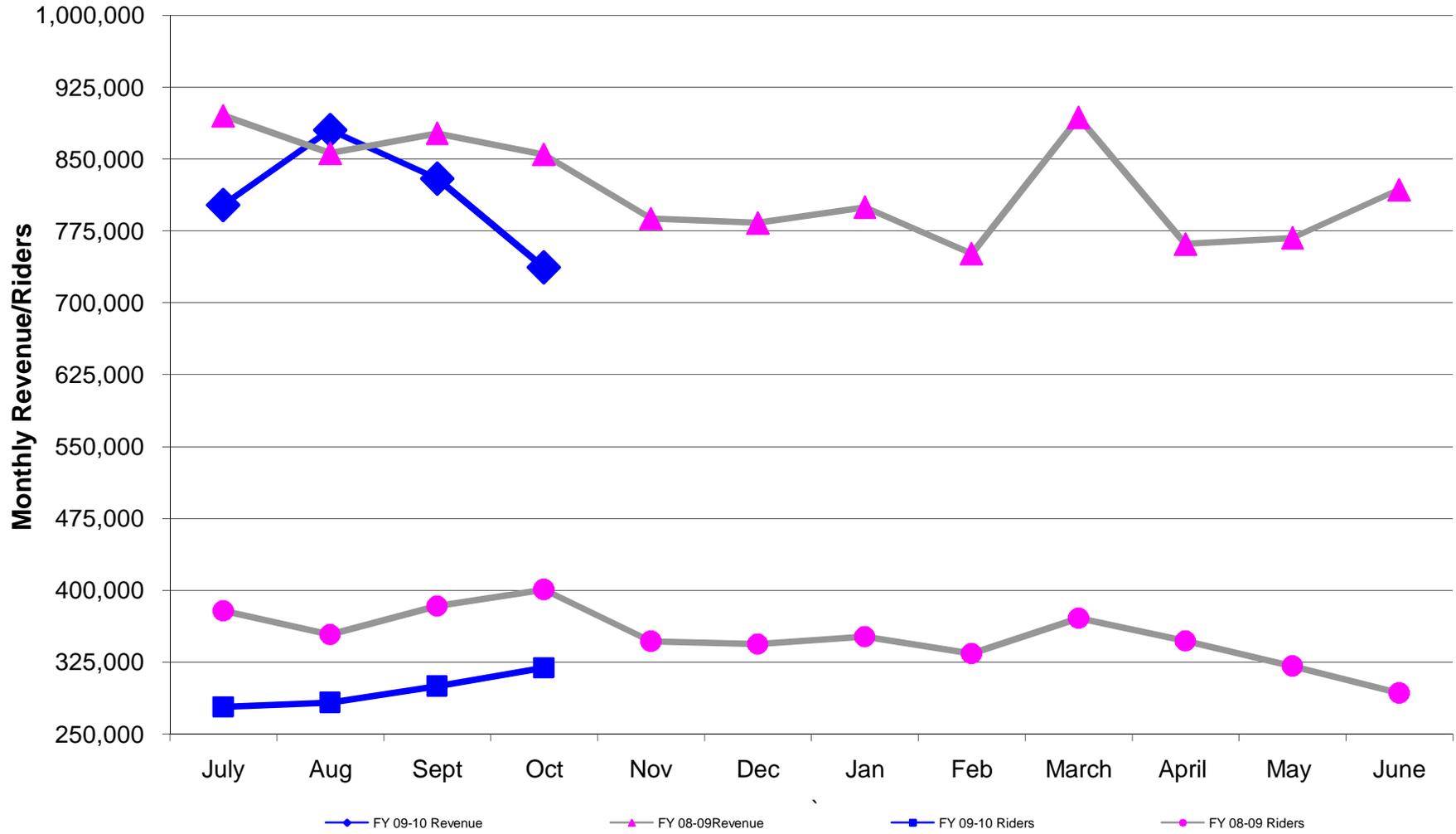
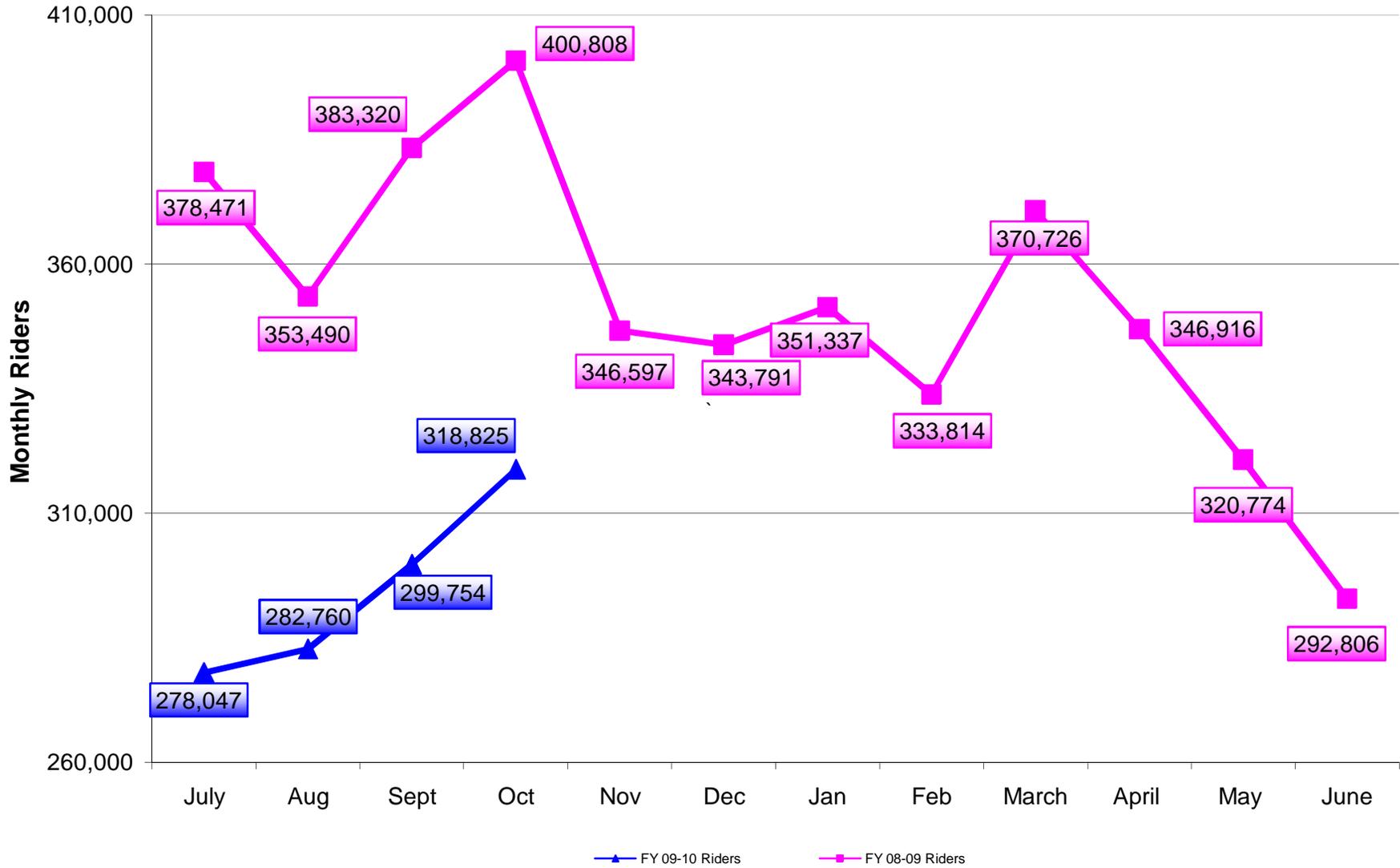
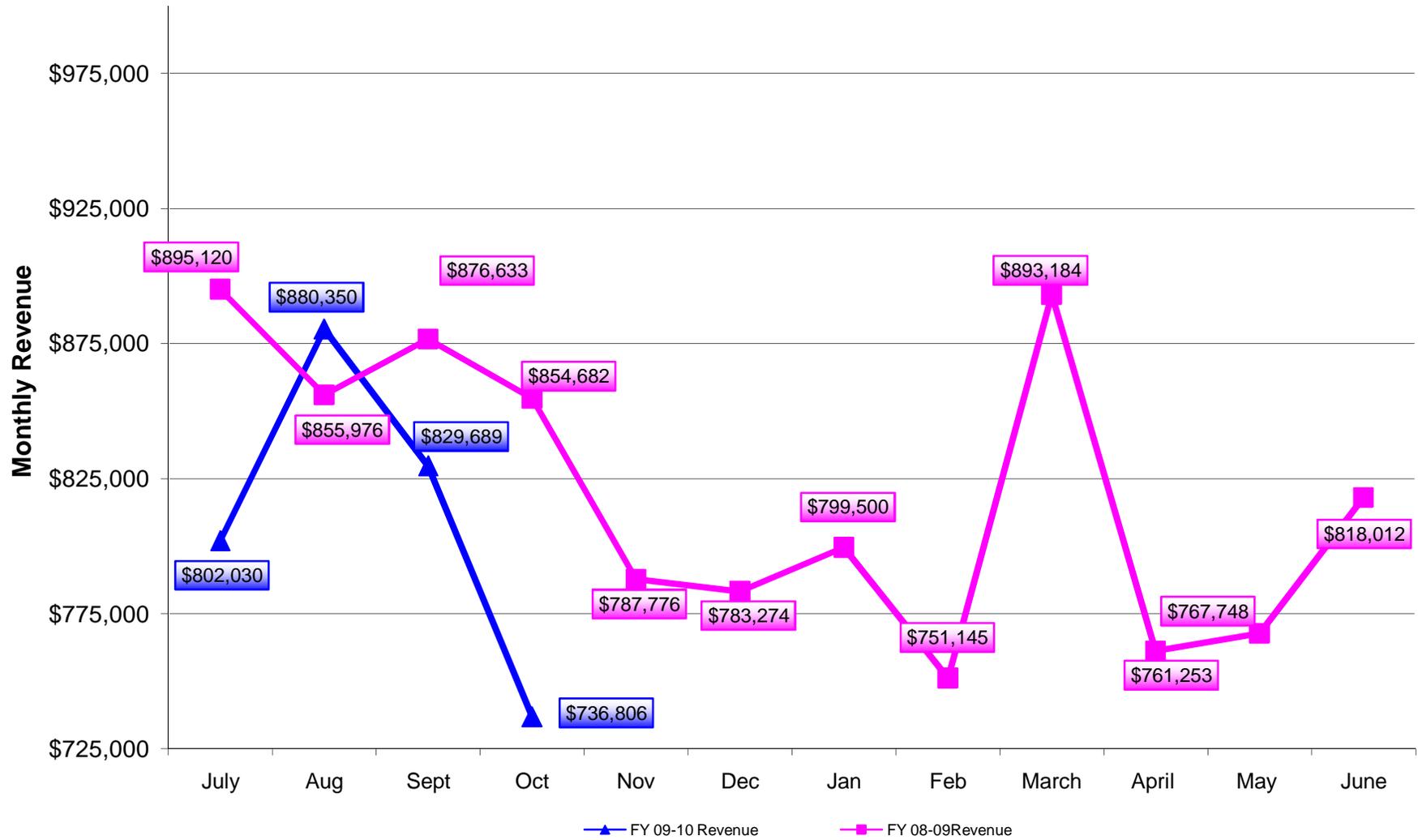


Chart 2 - SFRTA Riders



### Chart 3 - SFRTA Revenue



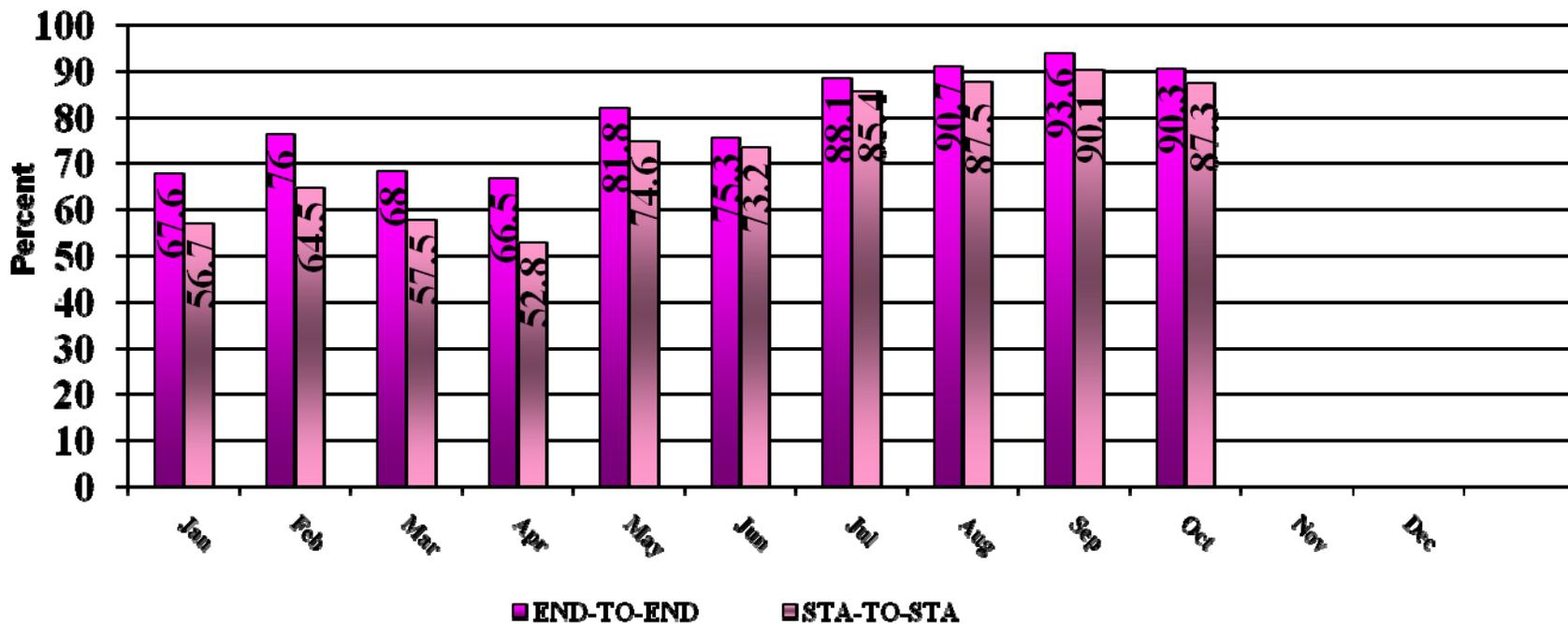


### OCTOBER 2009 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			90.3%
OTP Station To Station			87.3%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF <u>TOTAL TRAINS</u>
<b>DELAY CAUSES</b>			
PD/FD Activity	2	5	0.4%
<u>SUB-TOTAL</u>	2	5	0.4%
<b>CSX AGREEMENT</b>			
CSX FRIEGHT	2	2	0.2%
LOCAL SWITCHER	4	4	0.3%
JAX DISPATCHER	1	1	0.1%
MOW	4	8	0.6%
<u>SUB-TOTAL</u>	11	15	1.2%
<b>OUTSIDE CSX</b>			
COMMUNICATIONS	2	3	0.2%
SIGNALS-COMP.	5	9	0.7%
CSX RULE 100J	0	0	0.0%
<u>SUB-TOTAL</u>	7	12	1.0%
BOMBARDIER MECHANICAL	8	11	0.9%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	0	0	0.0%
FEC DELAY	1	3	0.2%
WEATHER	0	0	0.0%
ROW FOUL	1	5	0.4%
SFRTA TRANSPORTATION	11	21	1.7%
OTHER	2	2	0.2%
3rd PARTY	4	23	1.8%
DMU MECHANICAL	4	6	0.5%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	1	5	0.4%
ADA	3	3	0.2%
EFFICIENCY TESTING	2	2	0.2%
<u>SUB-TOTAL</u>	37	81	6.5%
TRAINS DELAYED		113	9.1%
TERMINATED / ANNULLED		6	0.5%
TRAINS ON TIME		1125	90.4%
<b>TOTAL</b>		<b>1244</b>	<b>100.0%</b>

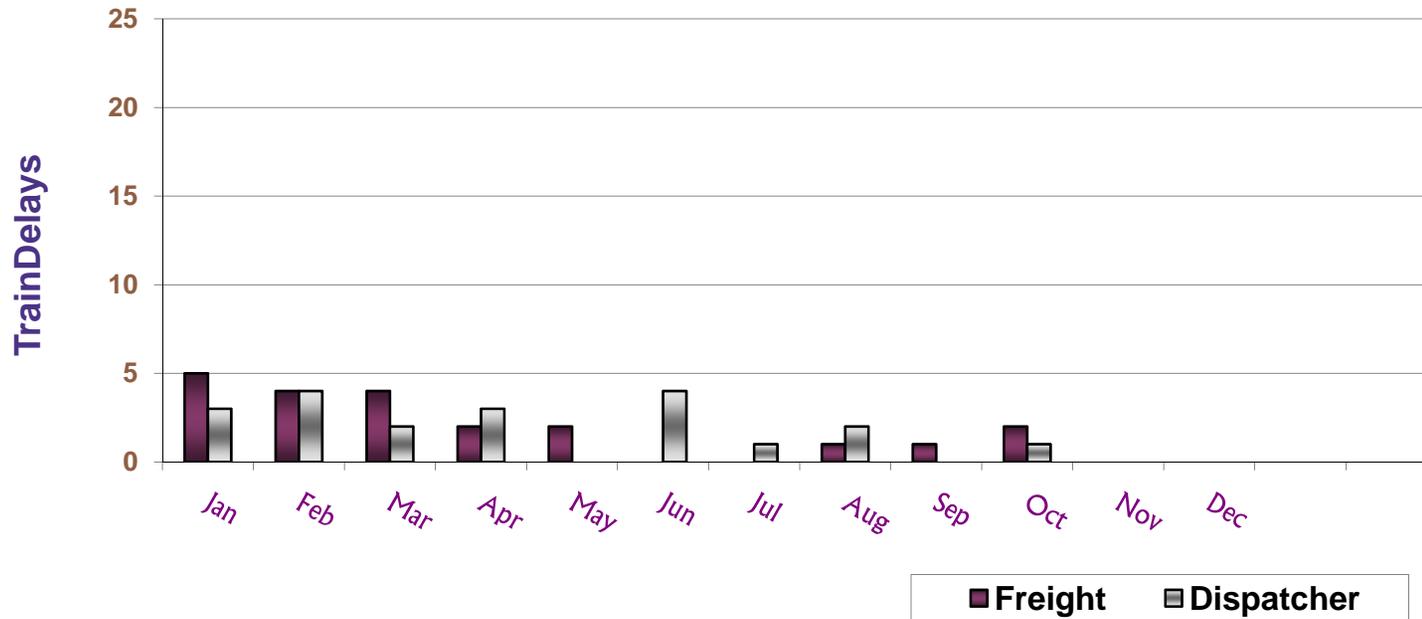


## On-Time Performance Calendar Year 2009



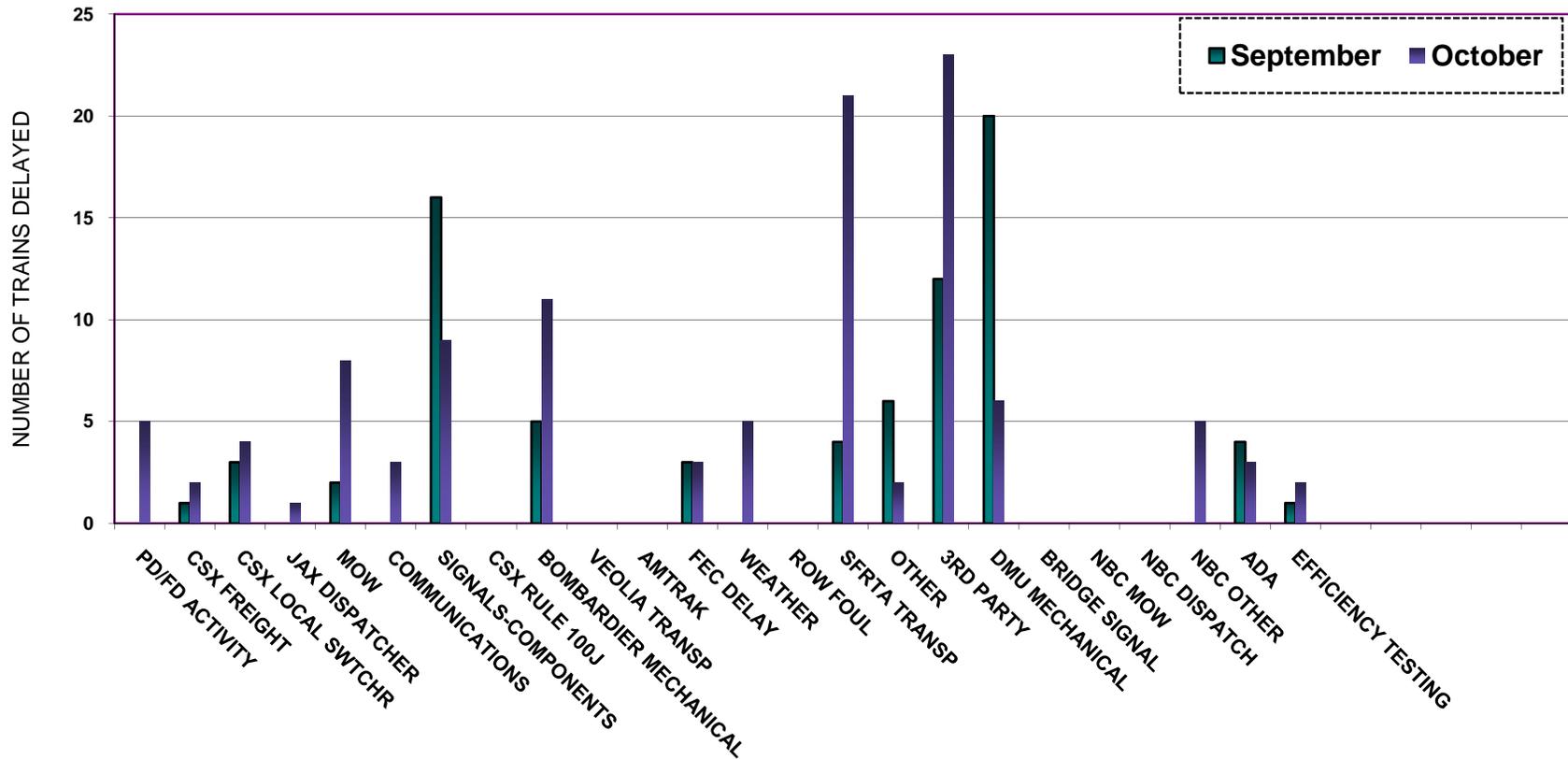


## CSXT JAX Dispatcher & Freight Delays 2009

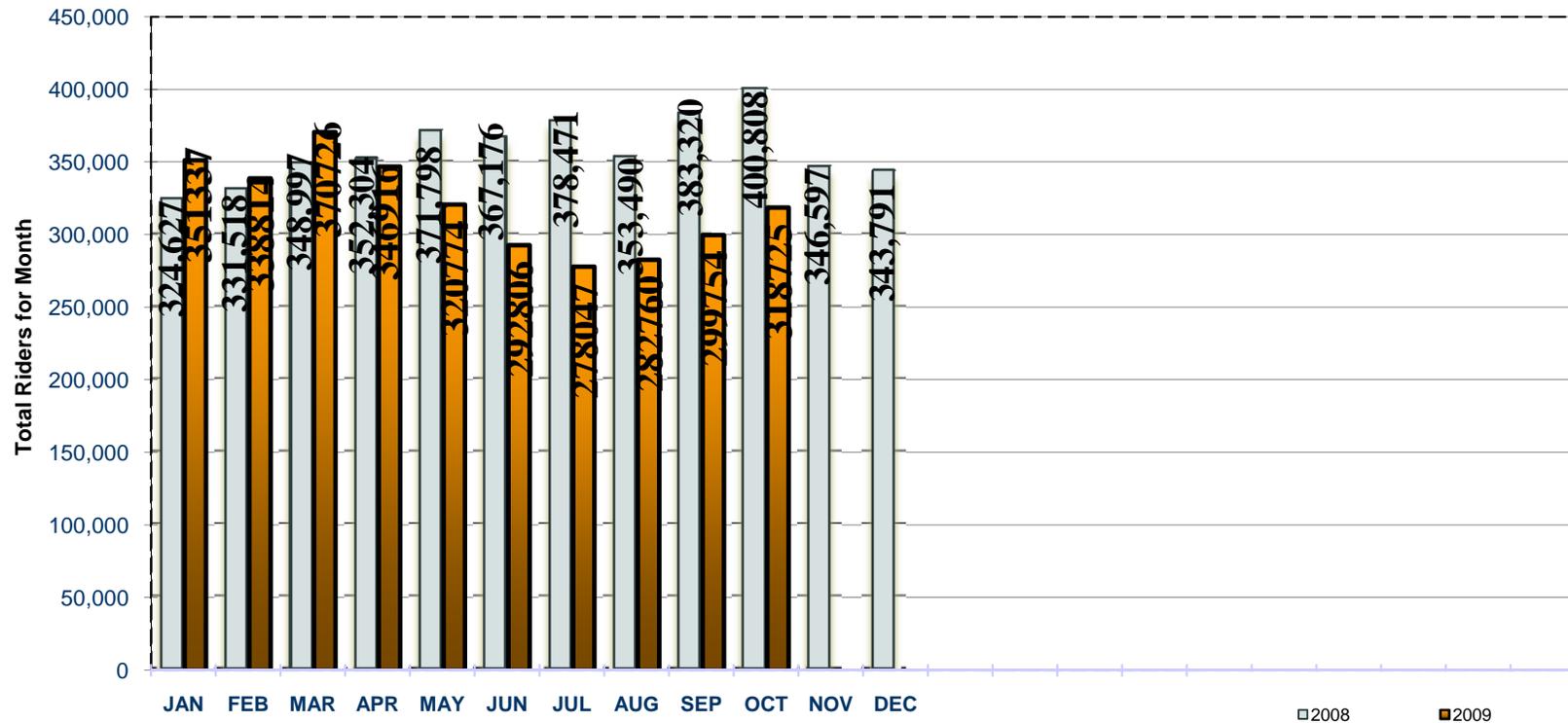




## TRAIN DELAYS 2009

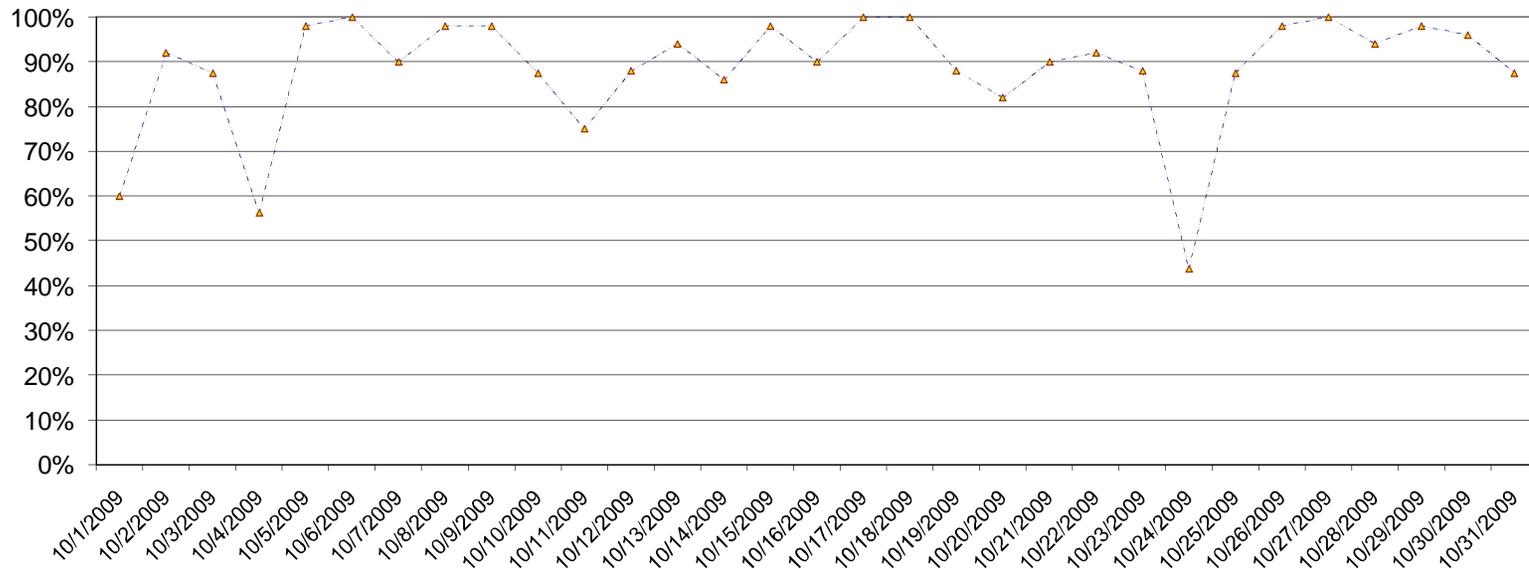


# SFRTA Tri-Rail Monthly Ridership 2009





### ON TIME PERFORMANCE END TO END OCTOBER - 2009



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
MARKETING DEPARTMENT MONTHLY SUMMARY FOR OCTOBER 2009  
GOVERNING BOARD MEETING**

**EMPLOYER DISCOUNT PROGRAM**

The Employer Discount Program (EDP) added 20 new employers and 156 new employees during the month of October.

- The total number of EDP tickets recorded as sold in October was 2,689 and the total revenue generated was reported as \$150,211.20

The following companies joined the EDP in October:

Employer	Enrollment Date	City
A-1 Fargo Van & Storage, Inc.	10/13/2009	Miami
Anthony's Coal Fired Pizza	10/22/2009	Pinecrest
Astoria USA, Inc.	10/14/2009	Pompano Beach
BGW Design Limited, Inc.	10/01/2009	Miami
Chester Insurance Services, Inc.	10/12/2009	Deerfield Beach
Connections for Business	10/05/2009	Hollywood
Coral Ridge Outpatient Center, L.L.C.	10/01/2009	Oakland Park
Edlund, Dritenbas, Binkley Architects	10/05/2009	Deerfield Beach
Efex Trade	10/29/2009	Wellington
Interclick, Inc.	10/30/2009	Boca Raton
Manheim Palm Beach	10/28/2009	West Palm Beach
Med One Care Center	10/30/2009	N. Miami Beach
Medchoice Financial	10/13/2009	Deerfield Beach
Metis Group, L.L.C.	10/28/2009	Boca Raton
MJM Cabinet, Inc.	10/22/2009	Oakland Park
Nonprofits First	10/22/2009	Boynton Beach
Palm Beach RV	10/05/2009	West Palm Beach
RS & Associates International, Inc.	10/14/2009	Miami
Steel Vault Corp.	10/23/2009	Delray Beach
Turnberry Towers Condominiums Association, Inc.	10/05/2009	Aventura

## EDP SALES MISSIONS

Employer	City
A Park Cadillac	West Palm Beach
A2 Group, Inc.	Miami
ACI Distribution Store 55	Miami
Action Plating Corp.	Opa-locka
Airmax Service Corp.	Miami
Alamo Rent A Car	North Lauderdale
American Reprographic	Miami
Aran Correa & Guarch	Coral Gables
Arrow Exterminators	Boca Raton
Atlantic Pool & Spa	Lantana
Best Western	West Palm Beach
Boneheads	Boca Raton
BP Oil	Sunrise
Brickman Group, LTD	Boca Raton
Bug Off Exterminators	Fort Lauderdale
Cannoli Kitchen, Inc.	Boca Raton
Carthink, L.L.C.	Boca Raton
Data Warehouse	Boca Raton
Deep Sea Wind Charters	Fort Lauderdale
Designer's Specialty Millwork	Fort Lauderdale
DG Steel Rule Die Mfg.	Opa-locka
Dream Maker	Miami
Driveway Maintenance, Inc.	Miami
Edwin F. Kalmus Co., Inc.	Boca Raton
Electrix USA, Inc.	Opa-locka
Esko Properties, Inc.	Palm Beach
Fairfield Inn	Boca Raton
Flight Safety International, Inc.	West Palm Beach
Florida Medical Center	Fort Lauderdale
Gardens Towing	Lake Worth
Grasshoppers Landscape & Design	Delray Beach
HCA Healthcare, Inc.	Miami
Homestead Studio Suites	Miami
Hurricane Club	Coral Gables
Interlaken, Inc.	Lantana
Ivory & Trends International	Opa-locka
Jet Setter Spa	Fort Lauderdale
Jetlease Palm Beach, Inc.	West Palm Beach
JFK Child Development Center	Lake Worth
John A Grant Jr., Inc.	Boca Raton
Jorda Mechanical Contractors	Miami
Jumby Bay Island Grill	Jupiter
Keefe McCullough Co., L.L.P., CPA's	Fort Lauderdale
Kornreich Nia Organization	West Palm Beach
Life Ext. Foundation Byers Club, Inc.	Fort Lauderdale
Lydian Trust Company	Palm Beach
Magulicks Pool Company	Boca Raton
Manheim Palm Beach	West Palm Beach
Marca Hispanic, L.L.C.	Miami
Mellon Vacuum & Sound System	Lantana

Murval	Miami
Norgen Tree Service	Lake Worth
Nozzle Nolen	Palm Springs
Opa-locka Pallets, Inc.	Opa-locka
OR Dean Construction, Inc.	Miami
Palm Beach Trim	Lake Worth
Paper Bag Manufacturers, Inc.	Opa-locka
Parbel	Miami
Pathology Reference Service	Coral Gables
PBC Credit Union	West Palm Beach
Pharma Express, Inc.	Miami
Powder Coat	Opa-locka
Prachel Printing & Waterproofing	Boca Raton
Professional Insulators, Inc.	Delray Beach
Proskauer Rose	Boca Raton
Rainaway Rain Control, Inc.	Miami
Rosenbaum Fine Art, Inc.	Boca Raton
Rosenberg, Jack N., CPA	Hollywood
S. Florida Urban Ministries	Miami
Sagrada Familia Child Care	Miami
School Food Service Systems	Opa-locka
Security Alliance Florida, L.L.C.	Doral
Senior Foundation Association	Boca Raton
Sey Culhan Refrigerator and A/C Service	Boca Raton
Shopworks, Inc.	Fort Lauderdale
Silver Mignatti, L.L.C.	Boca Raton
Skyline of Brickell, Inc.	Miami
Sol, Inc.	Palm City
Spirit	Miami
Stanley Consultants, Inc.	West Palm Beach
Stir Crazy Café	Boca Raton
Sun City Produce	Pompano Beach
Super Stone, Inc.	Opa-locka
Surgical Group of Miami	Miami
Tennis Anyone	Boca Raton
The Score Group	Miami
Trade Tool Express	Boca Raton
Two Tequesta Point Condominium	Miami
Ultimate Door of Palm Beach	Lake Worth
Vans Electric	Lake Worth
Verdes Tropicana Bowling Lanes	West Palm Beach
Wilson Manifold, Inc.	Fort Lauderdale
World Jet II, L.L.C.	Fort Lauderdale
Yamaha Motor Distributors. Latin America, Inc.	Miami

## **MARKETING DEPARTMENT – OCTOBER ACTIVITIES:**

### **AMERICAN PUBLIC TRANSPORTATION ASSOCIATION**

Bonnie Arnold, South Florida Regional Transportation Authority's Director of Marketing and Customer Service, was elected to serve as chair of the American Public Transportation Association's Board of Directors and Executive Committee for Marketing and Communications. She was also named to a special task force created by APTA Chair Mattie "MP" Carter to further her platform to "Tell the Story" of what public transportation means to America.

Bonnie Arnold was also named to the newly-formed Advisory Committee for APTA's *Passenger Transport*, the transportation industry's leading trade publication.

### **BENEFIT FAIRS**

South Florida Regional Transportation Authority (SFRTA) / Tri-Rail Marketing staff members were present at several benefit fairs located throughout the tri-county area in October. In Miami-Dade County, benefit fairs were held at The Intercontinental Hotel in Downtown Miami and at Barry University in North Miami; in Broward County, at Northwest Medical Center and U.S. Food Service in Pompano Beach and in Palm Beach County, at U.S. Food Service's Boca Raton offices.

### **FLORIDA PUBLIC TRANSPORTATION ASSOCIATION**

Marketing Manager Jennifer Paul served as a panelist during the Florida Public Transportation Association's (FPTA's) 35<sup>th</sup> Annual Conference for the technical session – "Transit Marketing during Economic Downturns."

At this conference, the SFRTA was awarded multiple certificates including an Award of Honor in the Electronic Media – Television Category, as well as an Award of Merit in the Print - Advertising, Special Events and Sustaining Campaign categories.

### **PRESENTATIONS**

SFRTA marketing staff was invited to present at two different educational facilities in Broward County, to offer students information about public transportation. Presentations were given at Sheridan Park Elementary in Hollywood and ITT Technical Institute in Davie.

### **PRO BOWL / SUPER BOWL**

Marketing and operations staff members continued working with the Pro Bowl / Super Bowl transportation committees to plan additional Tri-Rail service for both games. Marketing staff members will begin promoting this service in November.

## **SAFETY INITIATIVES**

Members of the SFRTA Marketing staff joined with Safety and Security Administrators to take part in several safety initiatives during the month of October. On October 10<sup>th</sup>, they took part in the “In Pursuit of Safety Fair” held at the Town Center Mall of Boca Raton - where they joined several agencies, including law enforcement, to provide the public with railroad safety information.

On October 16<sup>th</sup>, they met once again to attend the Operation Lifesaver “Refresher Course for Presenters,” to ensure that SFRTA membership in the national program remains active. Then on October 27<sup>th</sup>, members of the Marketing, Human Resources, Planning and Operations departments were trained alongside employees of the Transportation Security Administration (TSA) by the Safety and Security Administrators at Tri-Rail’s Hialeah Rail Yard for a First Responder Training.

## **ONGOING COMMUNITY OUTREACH ACTIVITIES**

- Center for Urban Transportation Research – Weekly Webinar
- Clean Cities Coalition – Monthly Meeting



## **EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT**

**October 2009**

### **Revenue:**

#### **Train Revenue**

For October 2009 year-to-date (YTD) actual revenue is down \$410,430 or 11% when compared to the FY 2009/10 YTD budgeted revenue. This decrease can be attributed to a reduction in ridership over the last year. Actual revenue has also decreased \$233,536 or 7% when compared to the FY 2008/09 YTD actual revenue.

### **Expenses:**

Currently, expenses are \$1,229,693 or 7% below budget. All expenses are well within budget.

**Train Operations** are currently 2% below budget.

- Train fuel is currently 2% below budget due to the decrease in the price of fuel.
- Security expense is down \$94,635 or 6% when compared to the FY 2008/09 YTD. This can be attributed to a decrease in overtime hours as well as other additional costs. In addition, when compared to the FY 2009/10 YTD budget it is 1% below budget.

**Professional Services** when compared to the FY 2009/10 YTD budget are 42% below budget. This can be attributed to a reduction in professional services.

**General and Administrative** expenses have decreased by \$24,367 or 5% when compared to FY 2008/09 YTD. This can be attributed to our current freeze on out of state employee travel as well as a reduction in certain dues and subscriptions.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
BUDGETED INCOME STATEMENT  
10/01/09 TO 10/31/09**

REVENUE	OCTOBER 2009 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2009-10 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$736,806	\$3,248,875	\$3,659,305	(\$410,430)	\$10,212,434	\$6,963,559
Interest Income / Other Income	10,243	45,079	55,000	(9,921)	165,000	119,921
Advertising Revenue/Other Revenue	-	-	-	-	-	-
<b>TOTAL TRAIN REVENUE</b>	<b>\$747,049</b>	<b>\$3,293,953</b>	<b>\$3,714,305</b>	<b>(\$420,352)</b>	<b>\$10,377,434</b>	<b>\$7,083,481</b>
<b>OPERATING ASSISTANCE</b>						
FDOT Operating JPA	1,771,311	6,418,519	6,508,885	(90,366)	\$12,705,000	6,286,481
FDOT Feeder Service JPA	248,525	887,212	1,179,300	(292,088)	3,040,767	2,153,555
FDOT Contracted Dispatch Service	298,725	1,234,772	1,334,626	(99,854)	2,529,068	1,294,296
FDOT-Marketing Grant	-	-	-	-	250,000	250,000
FDOT-DMU Operations	-	-	-	-	440,000	440,000
FHWA	388,750	1,156,500	1,333,333	(176,833)	4,000,000	2,843,500
FTA Assistance	1,098,729	3,828,337	3,978,536	(150,199)	10,723,847	6,895,510
Counties Contribution	-	-	-	-	4,695,000	4,695,000
Transfer Fund from Capital	-	-	-	-	8,010,000	8,010,000
Other Local Funding	-	161,719	161,719	-	261,000	99,281
<b>TOTAL ASSISTANCE</b>	<b>3,806,040</b>	<b>13,687,058</b>	<b>14,496,399</b>	<b>(809,341)</b>	<b>46,654,682</b>	<b>32,967,624</b>
<b>TOTAL REVENUE</b>	<b>\$4,553,089</b>	<b>\$16,981,012</b>	<b>\$18,210,704</b>	<b>(\$1,229,692)</b>	<b>\$57,032,116</b>	<b>\$40,051,104</b>

EXPENSES	OCTOBER 2009 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2009-10 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,533,033	8,885,366	9,039,116	153,750	27,867,357	18,981,991
Train and Station Maintenance	1,170,392	4,639,273	4,867,778	228,506	16,253,335	11,614,062
Personnel Expenses	681,270	2,696,554	3,020,417	323,863	9,061,251	6,364,697
Professional Fees	74,614	243,276	422,030	178,754	1,266,090	1,022,814
General & Administrative Expenses	116,364	546,125	689,665	143,541	2,068,995	1,522,870
Marketing Expenses	75,816	245,419	330,029	84,611	990,088	744,669
Reserve	-	-	166,667	166,667	500,000	500,000
Expenses Transferred to Capital	(98,400)	(275,000)	(325,000)	(50,000)	(975,000)	(700,000)
<b>TOTAL EXPENSES</b>	<b>\$4,553,089</b>	<b>\$16,981,012</b>	<b>\$18,210,704</b>	<b>\$1,229,692</b>	<b>\$57,032,116</b>	<b>\$40,051,104</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ACTUAL VS BUDGET REPORT  
OCTOBER 31, 2009**

	October 2009 Actual	October 2009 Budget	Variances	%	October YTD Actual	October YTD Budget	Variances	%
<b>Revenues:</b>								
Train Revenue	\$ 736,806	\$ 943,021	\$ (206,215)	-21.87%	\$ 3,248,875	\$ 3,659,305	\$ (410,430)	-11.22%
Interest/Dividend Income	10,243	13,750	(3,507)	-25.51%	45,079	55,000	(9,921)	-18.04%
Other Income	-	-	-	-	-	-	-	-
<b>Total Train Revenue</b>	<b>747,049</b>	<b>956,771</b>	<b>(209,722)</b>	<b>-21.92%</b>	<b>3,293,953</b>	<b>3,714,305</b>	<b>(420,352)</b>	<b>-11.32%</b>
<b>Operating Assistance:</b>								
FDOT Operating JPA	1,771,311	1,787,147	(15,836)	-0.89%	6,418,519	6,508,885	(90,366)	-1.39%
FDOT Feeder Service JPA	248,525	325,000	(76,475)	0.00%	887,212	1,179,300	(292,088)	0.00%
FDOT Contracted Dispatch Service	298,725	320,756	(22,031)	-6.87%	1,234,772	1,334,626	(99,854)	-7.48%
FDOT - Marketing Grant	-	-	-	0.00%	-	-	-	0.00%
FDOT - Maintenance of NRB	-	-	-	0.00%	-	-	-	0.00%
FHWA	388,750	390,833	(2,083)	-0.53%	1,156,500	1,333,333	(176,833)	-13.26%
FTA Assistance	1,098,729	1,477,888	(379,159)	-25.66%	3,828,337	3,978,536	(150,199)	-3.78%
Counties Contribution	-	-	-	0.00%	-	-	-	0.00%
Transfer Fund from Capital	-	-	-	0.00%	-	-	-	0.00%
Other Local Funding	-	-	-	0.00%	161,719	161,719	-	0.00%
<b>Total Operating Assistance</b>	<b>3,806,040</b>	<b>4,301,624</b>	<b>(495,583)</b>	<b>-11.52%</b>	<b>13,687,058</b>	<b>14,496,399</b>	<b>(809,341)</b>	<b>-5.58%</b>
<b>Total Revenue</b>	<b>\$ 4,553,089</b>	<b>\$ 5,258,395</b>	<b>\$ (705,306)</b>	<b>-13.41%</b>	<b>\$ 16,981,012</b>	<b>\$ 18,210,704</b>	<b>\$ (1,229,692)</b>	<b>-6.75%</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ACTUAL VS BUDGET REPORT  
OCTOBER 31, 2009**

	October 2009 Actual	October 2009 Budget	Variances	%	October YTD Actual	October YTD Budget	Variances	%
<b>Expenses:</b>								
<b>Train Operations</b>								
Train Operations Contract	\$ 711,953	\$ 735,363	(23,410)	-3.18%	\$ 2,907,062	\$ 2,947,755	(40,693)	-1.38%
Train Operation - Fuel	508,205	534,750	(26,545)	-4.96%	1,715,045	1,744,000	(28,955)	-1.66%
Emergency Bus Service	-	2,500	(2,500)	-100.00%	-	10,000	(10,000)	-100.00%
Security Contract	370,802	409,550	(38,748)	-9.46%	1,565,625	1,582,200	(16,575)	-1.05%
Feeder Bus	383,928	443,544	(59,616)	-13.44%	1,501,582	1,519,177	(17,595)	-1.16%
Station Utilities	43,138	60,417	(17,279)	-28.60%	193,991	201,667	(7,676)	-3.81%
EMS Boards	3,595	17,167	(13,572)	-79.06%	30,561	36,667	(6,106)	-16.65%
Special Trains	-	300	(300)	-100.00%	-	1,200	(1,200)	-100.00%
Insurance	505,029	666,667	(161,637)	-24.25%	943,922	948,484	(4,562)	-0.48%
Toll Free Numbers	6,133	8,000	(1,867)	-23.34%	26,332	35,000	(8,668)	-24.77%
Alarm System	250	1,658	(1,409)	-84.94%	1,246	6,633	(5,387)	-81.22%
APTA Dues	-	1,583	(1,583)	-100.00%	-	6,333	(6,333)	-100.00%
<b>Total Train Operations</b>	<b>2,533,033</b>	<b>2,881,499</b>	<b>(348,466)</b>	<b>-12.09%</b>	<b>8,885,366</b>	<b>9,039,116</b>	<b>(153,750)</b>	<b>-1.70%</b>
<b>Train and Station Maintenance</b>								
Train Maintenance	947,874	1,017,147	(69,273)	-6.81%	3,714,393	3,763,589	(49,196)	-1.31%
ROW Maintenance	39,905	46,667	(6,762)	-14.49%	85,385	166,667	(81,281)	-48.77%
TVM Maintenance	23,907	29,042	(5,135)	-17.68%	76,624	116,167	(39,543)	-34.04%
Dispatch	158,706	221,589	(62,883)	-28.38%	762,870	821,356	(58,486)	-7.12%
<b>Total Train and Station Maintenance</b>	<b>1,170,392</b>	<b>1,314,445</b>	<b>(144,053)</b>	<b>-10.96%</b>	<b>4,639,273</b>	<b>4,867,778</b>	<b>(228,506)</b>	<b>-4.69%</b>
<b>Personnel Expenses</b>								
Salaries and Wages	514,810	557,475	(42,665)	-7.65%	2,034,053	2,260,899	(226,846)	-10.03%
Taxes	34,694	41,881	(7,187)	-17.16%	143,737	167,525	(23,787)	-14.20%
Group Insurance	79,082	85,633	(6,551)	-7.65%	309,242	321,533	(12,291)	-3.82%
Pension	52,684	67,615	(14,931)	-22.08%	209,521	270,460	(60,939)	-22.53%
<b>Total Personnel Expenses</b>	<b>681,270</b>	<b>752,604</b>	<b>(71,334)</b>	<b>-9.48%</b>	<b>2,696,554</b>	<b>3,020,417</b>	<b>(323,863)</b>	<b>-10.72%</b>
<b>Professional Services</b>								
Auditing Services	-	-	-	0.00%	30,879	39,746	(8,867)	-22.31%
Legal Services	12,000	20,833	(8,833)	-42.40%	55,559	173,333	(117,775)	-67.95%
Professional Services	62,614	64,674	(2,060)	-3.18%	156,838	208,951	(52,113)	-24.94%
<b>Total Professional Services</b>	<b>74,614</b>	<b>85,507</b>	<b>(10,893)</b>	<b>-12.74%</b>	<b>243,276</b>	<b>422,030</b>	<b>(178,754)</b>	<b>-42.36%</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ACTUAL VS BUDGET REPORT  
OCTOBER 31, 2009**

	October 2009 Actual	October 2009 Budget	Variances	%	October YTD Actual	October YTD Budget	Variances	%
<b>General and Administrative Expenses</b>								
Bank & Credits Cards Fees	25,622	28,333	(2,711)	0.00%	98,864	101,833	(2,969)	-2.92%
Building Maintenance	7,048	15,500	(8,452)	-54.53%	35,764	50,000	(14,236)	-28.47%
Business Travel	2,823	18,902	(16,079)	-85.07%	23,684	36,608	(12,924)	-35.30%
Materials & Supplies	3,791	12,500	(8,709)	-69.67%	20,946	41,500	(20,554)	-49.53%
Membership/Dues/Subscriptions	2,499	4,349	(1,850)	-42.54%	55,528	64,797	(9,269)	-14.30%
Office Rent	56,186	58,750	(2,564)	-4.36%	225,074	235,000	(9,926)	-4.22%
Printing & Advertising	701	9,008	(8,307)	-92.21%	8,461	20,033	(11,573)	-57.77%
Seminars and Training	757	3,322	(2,565)	-77.22%	2,201	23,287	(21,086)	-90.55%
Telecommunications	12,700	21,368	(8,668)	-40.57%	55,891	85,473	(29,583)	-34.61%
Vehicle Operations & Maintenance	3,958	8,850	(4,892)	-55.28%	18,013	27,000	(8,987)	-33.28%
Miscellaneous Personnel Expenses	279	1,033	(754)	-73.00%	1,699	4,133	(2,434)	-58.90%
<b>Total General and Administrative Expenses</b>	<b>1116,364</b>	<b>181,916</b>	<b>(65,551)</b>	<b>-36.03%</b>	<b>546,125</b>	<b>689,665</b>	<b>(143,541)</b>	<b>-20.81%</b>
<b>Marketing Expenses</b>								
Advertising	2,419	3,333	(915)	-27.44%	10,631	13,333	(2,703)	-20.27%
Special Programs	10,348	10,667	(318)	-2.98%	21,891	36,667	(14,776)	-40.30%
Customer Service/Information	4,085	4,533	(448)	-9.88%	45,010	57,130	(12,120)	-21.22%
Marketing Contract	53,994	55,750	(1,756)	-3.15%	148,105	200,000	(51,895)	-25.95%
Promotional Materials	2,497	3,750	(1,253)	-33.42%	11,452	14,000	(2,548)	-18.20%
Marketing Supplies	2,473	3,975	(1,502)	-37.78%	8,331	8,899	(569)	-6.39%
<b>Total Marketing Expenses</b>	<b>75,816</b>	<b>82,007</b>	<b>(6,192)</b>	<b>-7.55%</b>	<b>245,419</b>	<b>330,029</b>	<b>(84,611)</b>	<b>-25.64%</b>
<b>Reserves and Transfers</b>								
Reserve	-	41,667	(41,667)	-100.00%	-	166,667	(166,667)	-100.00%
Expenses Transferred to Capital	(98,400)	(81,250)	(17,150)	21.11%	(275,000)	(325,000)	50,000	-15.38%
<b>Total Reserves and Transfers</b>	<b>(98,400)</b>	<b>(39,583)</b>	<b>(58,817)</b>	<b>148.59%</b>	<b>(275,000)</b>	<b>(158,333)</b>	<b>(116,667)</b>	<b>73.68%</b>
<b>Total Expenses</b>	<b>\$ 4,553,089</b>	<b>\$ 5,258,395</b>	<b>\$ (705,306)</b>	<b>-13.41%</b>	<b>\$ 16,981,012</b>	<b>\$ 18,210,704</b>	<b>\$ (1,229,692)</b>	<b>-6.75%</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
 FARE RECOVERY RATIO  
 FISCAL YEAR 2009-2010**

	<u>OCTOBER 2009</u>	<u>YEAR TO DATE</u>
<b>TRAIN REVENUE</b>	<b>736,806</b>	<b>3,248,875</b>
<b>TOTAL EXPENSES*</b>	<b>4,553,089</b>	<b>16,981,012</b>
<b>LESS:</b>		
FEEDER SERVICE	383,928	1,501,582
DISPATCH	158,706	762,870
ROW MAINTENANCE	39,905	85,385
PLANNING	56,634	234,647
<b>TOTAL PASS-THROUGH EXPENSES</b>	<b>639,173</b>	<b>2,584,485</b>
<b>TOTAL EXPENSES LESS PASS-THROUGH EXPENSES*</b>	<b>3,913,916</b>	<b>14,396,527</b>
<b>FARE BOX RECOVERY RATIO **</b>	<b>19%</b>	<b>23%</b>

\*Based on estimates (accruals) and actual figures.

\*\*Based on estimates and actual figures. At year - end, the ratio will be a function of actual expenses

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENTS OF NET ASSETS**  
**OCTOBER 31, 2009**

**ASSETS**

Current assets:

Cash and cash equivalents	\$ 44,399,270
Accounts receivable:	
State grants	13,235,901
Federal Grants	6,449,415
Other	80,076
Prepaid expenses	136,312
Deposits	14,506
Total current assets	<u>64,315,480</u>

Noncurrent assets:

Capital assets (net of accumulated depreciation)	<u>572,075,083</u>
Total noncurrent assets	<u>572,075,083</u>
Total assets	<u>\$ 636,390,563</u>

**LIABILITIES**

Current liabilities:

Accounts payable	\$ 2,728,879
Accruals	3,018,788
Compensated absences	328,068
Deferred revenue	33,222
Due to other governmental units	11,505
Total current liabilities	<u>6,120,462</u>

Noncurrent liabilities:

Compensated absences	492,103
Deposits	1,521,790
Advances from FDOT	3,633,437
Total noncurrent liabilities	<u>5,647,330</u>
Total liabilities	<u>\$ 11,767,792</u>

**NET ASSETS**

Invested in Capital Assets	\$ 572,075,083
Reserved for Encumbrances	12,037,658
Reserved for Capital Projects	26,127,370
Unrestricted	14,382,660
Total net assets	<u>624,622,771</u>
Total liabilities and net assets	<u>\$ 636,390,563</u>



## **FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY**

### **INVOICES OVER \$2,500**

During October 2009, the SFRTA Accounts Payable division processed 305 invoices totaling \$5,098,788.94 and disbursed 199 checks, excluding payroll, totaling \$5,136,297.62.

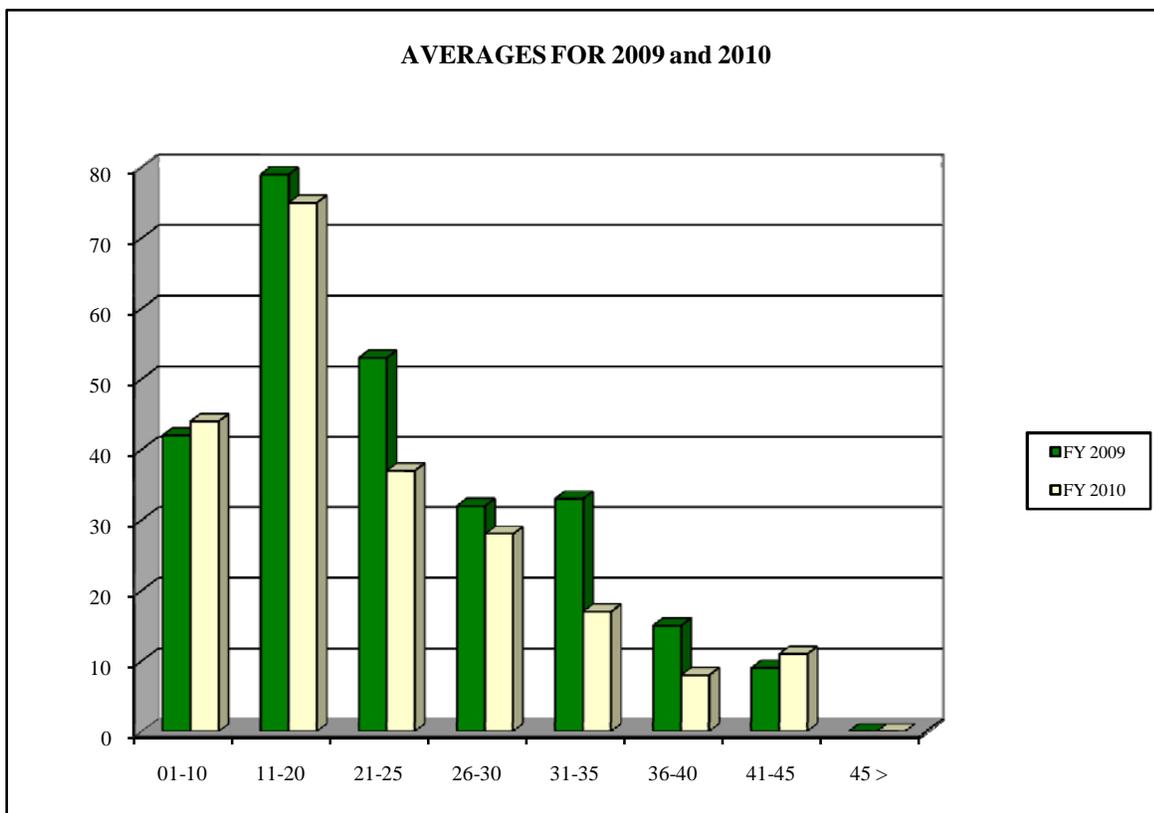
Invoices over \$2,500 represent 30.0% (59 checks) of all invoices processed in the month of October, and represent 98.0% of the value (\$5,056,590.84) of all checks processed in October 2009.

Accounts Payable processed 64.4% (38 checks) of the checks over \$2,500 within the 21-25 days, with 81.4% (48 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
 PAYMENT CYCLE REPORT - OCTOBER 2009  
 FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2009 TO JUNE 2010		MONTHLY AVERAGE JULY 2008 TO JUNE 2009	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	20.0%	0 -10 Days	16.0%
11-20 Days	34.1%	11-20 Days	30.0%
21-25 Days	16.8%	21-25 Days	20.2%
26-30 Days	12.7%	26-30 Days	12.2%
31-35 Days	7.7%	31-35 Days	12.5%
36-40 Days	3.6%	36-40 Days	5.7%
41-45 Days	5.0%	41-45 Days	3.4%
Over 45 Days	0.0%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009  
INFORMATION ITEM: PAYMENTS OVER \$2,500  
OCTOBER 1 THRU OCTOBER 31, 2009**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
9/29/2009	9/29/2009	10/7/2009	10/12/2009	13	BOMBARDIER MASS TRANSIT	Commuter Rail Fleet Maintenance -06/01-30/09	814,843.00
9/18/2009	9/29/2009	10/21/2009	10/22/2009	34	MACMILLAN OIL COMPANY	Locomotive Fueling -09/07/09	190,797.01
10/2/2009	10/7/2009	10/14/2009	10/15/2009	13	MACMILLAN OIL COMPANY	Locomotive Fueling - 09/14/2009	208,158.93
9/23/2009	10/13/2009	10/14/2009	10/14/2009	21	UNUM LIFE INSURANCE	Long Term Disability Insurance	4,278.64
9/30/2009	10/1/2009	10/21/2009	10/22/2009	22	BOMBARDIER MASS TRANSIT	DMU Cleaning -05/01-31/09	803,566.29
9/30/2009	10/13/2009	10/21/2009	10/22/2009	22	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -09/09	171,195.00
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	DEPT OF FINANCIAL SVCS	Deferred Compenstation	6,269.15
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	DEPT OF FINANCIAL SVCS	Deferred Compenstation	6,269.15
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	STATE OF FLORIDA GROUP	Health Insurance	4,895.00
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	STATE OF FLORIDA GROUP	Health Insurance	75,321.10
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	SUNTRUST PAYROLL TAXES	Payroll Taxes	2,648.72
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	SUNTRUST PAYROLL TAXES	Payroll Taxes	65,027.64
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	SUNTRUST PAYROLL TAXES	Payroll Taxes	64,977.64
10/16/2009	10/16/2009	10/21/2009	10/22/2009	6	AON RISK SERVICES INC	RR Liability Insurance Renewal	467,000.00
9/18/2009	9/29/2009	10/28/2009	10/29/2009	41	MACMILLAN OIL COMPANY	Locomotive Fueling -09/08/09	109,219.10
10/1/2009	10/1/2009	10/1/2009	10/7/2009	6	COMTECH21	800 Svc -09/2009	5,801.59
10/1/2009	10/1/2009	10/1/2009	10/7/2009	6	FLORIDA POWER & LIGHT	Station Utilites	14,291.55
9/25/2009	10/1/2009	10/2/2009	10/7/2009	12	ACORDIA WPB DIVISION	Workers Compenstation First Installment Payment	7,959.50
9/15/2009	9/29/2009	10/2/2009	10/7/2009	22	AON RISK SERVICES INC	Crime Coverage Travelers Casualty & Surety Policy 09/07/09-09/07/10	8,691.93
9/29/2009	9/29/2009	10/2/2009	10/7/2009	8	SOLID WASTE AUTHORITY	Governmental Assessment FY08/09	4,149.02
9/24/2009	10/6/2009	10/7/2009	10/12/2009	18	AMERICAN PUBLIC TRANSIT	APTA Annual Fee -FY10	15,000.00
9/22/2009	10/1/2009	10/7/2009	10/12/2009	20	RAIL TECH CONSULTANTS INC	PIS sign Preventative Maintenance -09/09	9,988.95
9/28/2009	10/5/2009	10/15/2009	10/27/2009	29	BITNER GOODMAN INC	Mrkt PR Svcs -08/09	29,120.00
9/29/2009	10/7/2009	10/15/2009	10/27/2009	28	DODD COMMUNICATIONS	200,000 English language tri-fold train schedules	6,706.00
10/8/2009	10/08/09	10/15/2009	10/27/2009	19	FLORIDA POWER & LIGHT	Station Utilites	5,826.05
9/14/2009	10/7/2009	10/15/2009	10/27/2009	43	GREENBERG TRAURIG LLP	General Legal Services Base Contract	11,500.00
10/2/2009	10/7/2009	10/15/2009	10/27/2009	25	HDR ENGINEERING INC	Commuter Rail Track & Signal Field Support Services.	20,258.20
9/23/2009	10/6/2009	10/15/2009	10/27/2009	34	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -09/01-15/09	98,280.00
10/2/2009	10/7/2009	10/15/2009	10/27/2009	25	MERIDIAN MANAGEMENT	Station Maintenance	105,194.06
10/6/2009	10/7/2009	10/15/2009	10/27/2009	21	RAIL TECH CONSULTANTS INC	PIS Parts and Labor -09/09	3,192.20
9/30/2009	10/8/2009	10/15/2009	10/27/2009	27	RESPECT OF FLORIDA	Janitorial Svcs -09/09	5,122.77
10/5/2009	10/7/2009	10/15/2009	10/27/2009	22	VEOLIA TRANSPORTATION	SFRTA Rail System Operation -09/2009	711,238.20
9/29/2009	10/1/2009	10/15/2009	10/27/2009	28	WACKENHUT CORPORATION	Wackenhut W/E -09/21-27/09	89,655.88
10/12/2009	10/12/2009	10/15/2009	10/27/2009	15	AT&T	Reg Summ -10/2009	22,042.52
10/5/2009	10/14/2009	10/15/2009	10/27/2009	22	CONTINENTAL PLASTIC CARD	Employer Discount Program ID Cards	8,689.46
10/2/2009	10/15/2009	10/23/2009	11/2/2009	31	BITNER GOODMAN INC	Mrkt PR Svcs -09/09	27,678.93
10/7/2009	10/15/2009	10/23/2009	11/2/2009	26	C2 GROUP LLC	Fed/Leg Consult Svcs -09/09	10,000.00
10/5/2009	10/15/2009	10/23/2009	11/2/2009	28	ERICKS CONSULTANTS	Leg Consult Svcs Lobbying Svcs 08-09/2009	25,000.00
10/16/2009	10/16/2009	10/23/2009	11/2/2009	17	FLORIDA POWER & LIGHT	Station Utilites	14,394.34
10/7/2009	10/16/2009	10/23/2009	11/2/2009	26	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -09/16-30/09	107,761.50
10/9/2009	10/16/2009	10/23/2009	11/2/2009	24	MERIDIAN MANAGEMENT	Station Maintenance -09/09	16,771.30
10/22/2009	10/22/2009	10/23/2009	11/2/2009	11	PROLOGIS TRUST	Office Rent -11/01/09	55,457.82
10/19/2009	10/21/2009	10/23/2009	11/2/2009	14	WACKENHUT CORPORATION	Wackenhut W/E -10/05-11/09	87,484.53
10/6/2009	10/7/2009	10/26/2009	11/2/2009	27	WACKENHUT CORPORATION	Wackenhut W/E -09/28-10/04/09	107,048.77
				<b>44</b>	<b>TOTAL OPERATING EXPENDITURES</b>		<b>\$ 4,628,771.44</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009  
INFORMATION ITEM: PAYMENTS OVER \$2,500  
OCTOBER 1 THRU OCTOBER 31, 2009**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>CAPITAL EXPENDITURES</b>							
9/8/2009	9/29/2009	10/1/2009	10/7/2009	29	CDW G	Microsoft Project Standard 2007 software -09/09	3,650.00
8/24/2009	9/29/2009	10/1/2009	10/7/2009	44	COMPUSA	47" Widescreen HD LCD Monitor	2,601.21
9/15/2009	9/29/2009	10/2/2009	10/7/2009	22	FINE HOME CONSTRUCTION, INC	Additional work to complete Hia trailer replacement	10,650.00
9/29/2009	9/30/2009	10/7/2009	10/12/2009	13	FINFROCK CONSTRUCTION	Design-Build Services for construction of the new, three level precast parking garage	248,972.40
9/30/2009	10/1/2009	10/7/2009	10/12/2009	12	HDR ENGINEERING INC	Eng & Consul. Svcs for the Final Design for LED Lighting Improvements for the LW Station	9,947.30
10/5/2009	10/5/2009	10/7/2009	10/12/2009	7	LTK ENGINEERING SERVICES	Rolling Stock Acquisition	10,704.34
9/9/2009	9/9/2009	10/7/2009	10/12/2009	33	RANGER CONSTRUCTION PAVEX CORP	Design Build Services for Construction of the Pompano Beach Park-N-Ride Lot	10,277.03
9/24/2009	10/7/2009	10/7/2009	10/12/2009	18	PB AMERICAS, INC	General planning tasks	28,144.93
9/16/2009	9/17/2009	10/7/2009	10/12/2009	26	S FL REGIONAL PLANNING	Professional Services Relating to Transit Development Outreach	48,333.34
10/2/2009	10/7/2009	10/15/2009	10/27/2009	25	GANNETT FLEMING INC	Retainage release	12,395.32
10/8/2009	10/12/2009	10/15/2009	10/27/2009	19	PB AMERICAS, INC	Professional Services required to identify the most appropriate location for Bicycle Lockers	9,824.61
9/20/2009	10/12/2009	10/15/2009	10/27/2009	37	WACKENHUT CORPORATION	Wackenhut Training WE 7/12/2009	2,811.52
9/25/2009	10/7/2009	10/15/2009	10/27/2009	32	KIMLEY HORN AND ASSOCIATES	Technical and logistical support for the comprehensive planning, development	15,417.10
9/21/2009	10/12/2009	10/23/2009	11/2/2009	42	CDW G	Tripp Ext Batt Pack Smart PRO	11,207.00
9/24/2009	10/15/2009	10/23/2009	11/2/2009	39	TEM SYSTEMS INC.	Preventative maintenance	2,883.30
				<b>15</b>	<b>TOTAL CAPITAL EXPENDITURES</b>		<b>\$ 427,819.40</b>
	<b>Item Total</b>			<b>59</b>	<b>TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES</b>		<b>\$ 5,056,590.84</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: DECEMBER 11, 2009  
INFORMATION ITEM:  
SUMMARY OF PAYMENTS OVER \$2,500  
OCTOBER 1, 2009 TO OCTOBER 31, 2009**

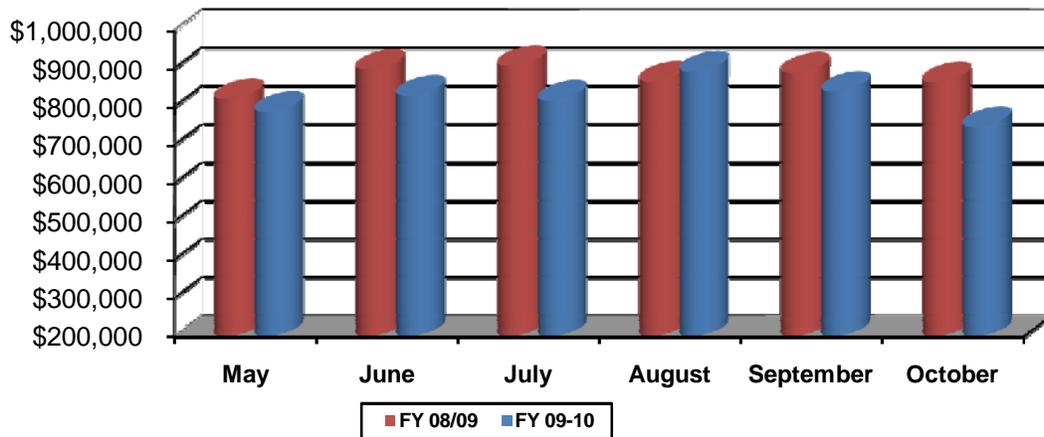
<b>INVOICE CYCLE</b>	<b>NO. CHECKS</b>	<b>PERCENT OF TOTAL</b>	<b>ACCUM %</b>
<b>0-10 days</b>	<b>12</b>	<b>20.3%</b>	<b>20.3%</b>
<b>11-20 days</b>	<b>14</b>	<b>23.7%</b>	<b>44.1%</b>
<b>21-25 days</b>	<b>12</b>	<b>20.3%</b>	<b>64.4%</b>
<b>26-30 days</b>	<b>10</b>	<b>16.9%</b>	<b>81.4%</b>
<b>31-35 days</b>	<b>5</b>	<b>8.5%</b>	<b>89.8%</b>
<b>36-40 days</b>	<b>2</b>	<b>3.4%</b>	<b>93.2%</b>
<b>41-45 days</b>	<b>4</b>	<b>6.8%</b>	<b>100.0%</b>
<b>Over 45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>TOTAL CHECKS</b>	<b>59</b>	<b>100.0%</b>	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- OCTOBER 2009**

**REVENUE - OCTOBER 2009**

DESCRIPTION	Oct-08	Oct-09	VARIANCE	%
Weekday Sales	763,442	615,644	(147,798)	-19.4%
Weekend Sales	91,240	121,162	29,922	32.8%
Other Income	9,014	10,243	1,229	13.6%
<b>Total Revenue</b>	<b>863,696</b>	<b>747,049</b>	<b>(116,647)</b>	<b>-13.5%</b>

**Revenue Monthly Trends  
FY 08/09 and FY 09/10**

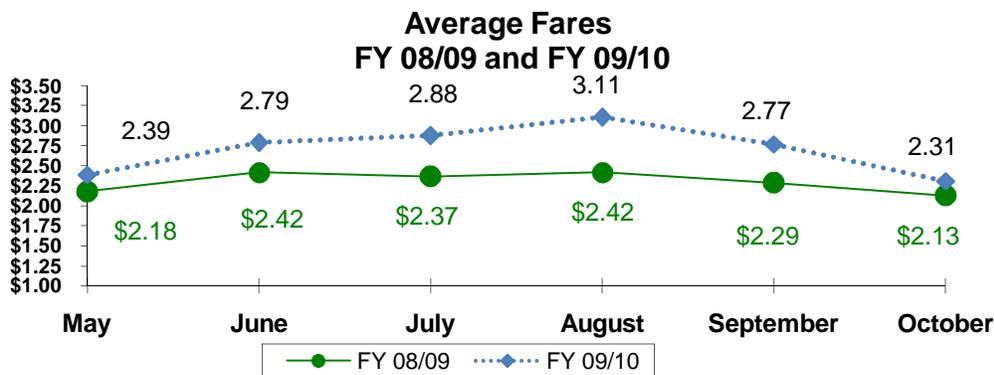


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- OCTOBER 2009**

SALES BY TICKET TYPE	OCTOBER 2008	OCTOBER 2009	PERCENT <sup>(1)</sup> CHANGE
Palm Beach Schools	32,360	35,000	8%
Employer Disc. Program	170,329	150,211	-12%
Group Tour Sales	-	431	
<b>Station Sales:</b>			
One-Way	244,343	275,169	12.6%
Roundtrip	159,037	146,094	-8.1%
12 Trips	40,051	31,578	-21.2%
Monthly	63,860	50,350	-21.2%
One-Way Discount	53,985	61,948	14.8%
Roundtrip Discount	38,756	40,724	5.1%
Monthly Discount	51,961	43,700	-15.9%
Adjustment- FY 08-09		(98,400)	
<b>Total Station Sales</b>	<b>651,994</b>	<b>551,163</b>	
<b>Total Sales</b>	<b>854,682</b>	<b>736,806</b>	<b>-13.8%</b>

(1) Percent increase or decrease from previous year

**AVERAGE FARE**                      2.13                      2.31



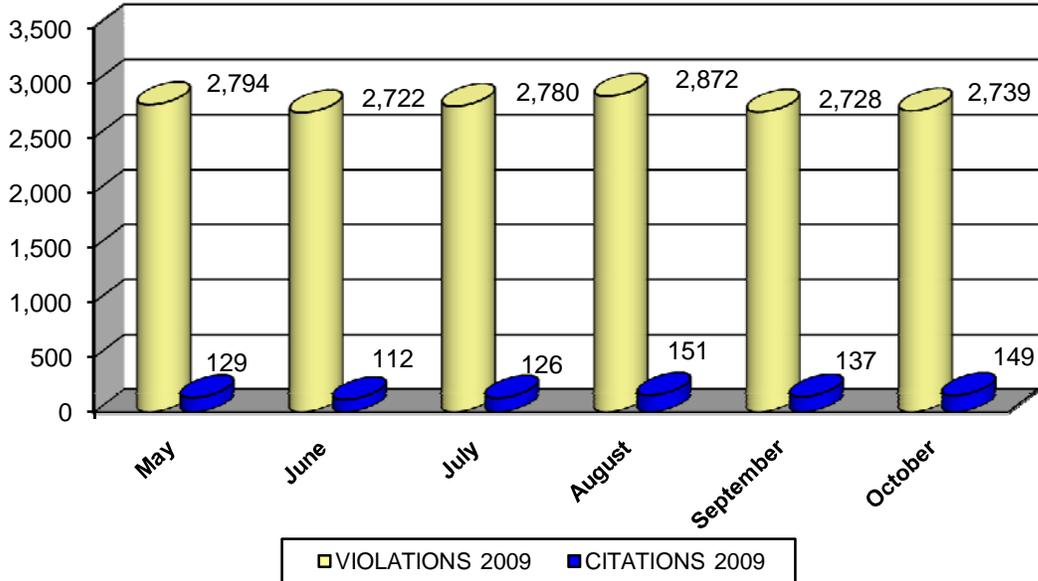
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FARE EVASION REPORT  
MAY 2009 THROUGH OCTOBER 2009**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
MAY 2009	383,817	2,794	129	2,658	120%
JUNE 2009	342,385	2,722	112	2,601	117%
JULY 2009	329,393	2,780	126	2,646	118%
AUGUST 2009	345,823	2,872	151	2,716	122%
SEPTEMBER 2009	363,056	2,728	137	2,586	121%
OCTOBER 2009	386,124	2,739	149	2,581	121%
AVERAGE	358,433	2,773	134	2,631	120%

**FARE EVASION %**                      **0.71%**

**FINES**    \$    **2,199**

**Fare Violations / Citations  
2009**





## Solicitation Status Report October 2009

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
09-004	SS	Negotiation with Cubic Transportation Systems, INC. for Universal Automated Fare Collection System.  Contract Admin.: B. Guida Proj. Mgr.: Renee Matthews	**N/A	N/A	N/A	N/A	12/11/2009
09-007	ITB	Golden Glades Station Stucco Repair  Contract Admin.: B. Kohlberg Proj. Mgr.: Mike Lulo	8/14/2009	8/17/2009	8/25/2009	9/9/2009	10/23/2009
10-004	ITB	Cypress Creek Park-N-Ride Lot  Contract Admin.: B. Kohlberg Proj. Mgr.: Mike Lulo	10/27/2009	10/27/2009	11/4/2009	11/24/2009	12/11/2009

The cone of silence is in effect for the above solicitations from the advertised date thru contract award.

\*\* Cone of silence effective October 16th, 2008 .



**Contract Actions Executed  
Under The Executive Director's Authority  
For The Month of October 2009**

**AGENDA ITEM NO: I**

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
<b>Contractor</b> Project Justification	<b>10-000191</b> <b>ORX</b> <b>New DMU wheels and set up</b> DMU idler wheel set. New E36"C wheels, reconditioned G bearings, and dismount and remount.	Purchase Order	11,400.00	N/A
<b>Contractor</b> Project Justification	<b>10-000193</b> <b>AMERICAN PUBLIC TRANSPORTATION ASSOCIATION</b> <b>APTA Annual Program Fee</b> APTA Commuter Rail Safety Management Program FY 2010 annual program fee July 1, 2009 to June 30, 2010	Purchase Order	15,000.00	N/A
<b>Contractor</b> Project Justification	<b>10-000207</b> <b>CSX TRANSPORTATION</b> <b>Flagging Services</b> Provision of General Flagging Services for station/facility maintenance tasks	Purchase Order	20,000.00	N/A
<b>Contractor</b> Project Justification	<b>10-000219</b> <b>TROPIC OIL COMPANY</b> <b>DMU Supplies</b> Blanket PO for parts and supplies for DMU cars October 09 through Jun 30, 2010	Purchase Order	25,000.00	N/A
<b>Contractor</b> Project Justification	<b>10-000229</b> <b>NOTHWEST RAIL ELECTRIC INC.</b> <b>Parts and Products for DMU cars</b> Blanket PO for Northwest Rail parts and products through June 30,2010.	Purchase Order	25,000.00	N/A
<b>Contractor</b> Project Justification	<b>10-000236</b> <b>RITTERS PRINTING</b> <b>Printing and Copy Services</b> Blanket PO for printing and copying services November 1, 2009 through June 30, 2010	Purchase Order	25,000.00	N/A



**Contract Actions Executed  
Under The  
Construction Oversight Committee's Authority  
For The Month of October 2009**

**AGENDA ITEM: J**

Date Signed	Contract No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of October, 2009.	N/A	N/A	N/A



***MONTHLY CRIME ANALYSIS SUMMARY  
AND FARE EVASION REPORT***

***OCTOBER 2009***

***PRESENTED BY***

***G4S*** Wackenhut

TIM CATES  
PROJECT MANAGER

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY  
MONTHLY CRIME ANALYSIS SUMMARY**

**OCTOBER 2009**

During the month of OCTOBER 2009, 3111 incidents were reported to, or by Wackenhut Custom Protection Officers®, of these, one (1) Train Vs. Pedestrian, two (2) Train Vs. Vehicles, one (1) Aggravated Assault, two (2) Auto Thefts, one (1) Auto Theft Attempted, one (1) Battery, seven (7) Burglary Autos, and two (2) Thefts. A total of nine (9) arrests were made during this month.

**MAJOR INCIDENTS:**

**Train Vs Pedestrian (fatality)**

Case # 10-09-067

Occurred on 10/01/09, Thursday, at 1601 hours. The P631 struck a trespasser near MM 1007.8. The female subject deceased on scene. Broward Sheriff's Office Department Case # OP 09-10-00066.

**Battery (onboard P621)**

Case # 10-09-135

Occurred on 10/02/09, Friday, at 1135 hours. While on board the P621, the subject touched the victim's leg. The victim wished to prosecute and was referred to Ft Lauderdale Police Department. No police case number available at the time of report.

**Trespass After Warning**

**Arrest**

Case # 10-09-583

Occurred on 10/07/09, Wednesday, at 0545 hours. The subject was found riding on the P604 after receiving a Trespass Warning. Ft Lauderdale Police Department Case # 09-110161.

**Train Vs. Vehicle (unknown injuries)**

Case # 10-09-1097

Occurred on 10/12/09, Monday, at 1120 hours. The P620 struck a vehicle at MM 1004.3 (Atlantic Avenue). Minor damage with unknown injuries. Broward Sheriff's Office Case # PB 09-10-3370.

**Train Vs. Vehicle (no injuries)**

Case # 10-09-2187

Occurred on 10/22/09, Thursday, at 2010 hours. The P644 struck an unoccupied vehicle at the Palmetto Park road crossing (MM 995.95) causing major damage to the vehicle. No report injuries. Boca Raton Police Department Case # 09-14583.

**LAKE WORTH STATION**

**Attempt Auto Theft**

Case # 10-09-252

Occurred on 10/03/09, Saturday, between 1145-1315 hours. Unknown person(s) entered the victim's vehicle (2005 Blue Dodge Caravan) and pulled out the ignition in an attempt to steal the vehicle with negative results. Palm Beach Sheriff's Office Case # 09-138563.

**Auto Theft**

Case # 10-09-253

Occurred on 10/03/09, Saturday, between 1145-1315 hours. Unknown person(s) took the victim's vehicle (2002 Dodge Caravan) and fled with the vehicle. Palm Beach Sheriff's Office Case # 09-138572.

**WEST PALM BEACH STATION**

**Theft (bicycle seat)**

Case # 10-09-259

Occurred on 10/03/09, Saturday, at unknown hours. Unknown person(s) took the victims bike seat from his locked bicycle. No police report.

**Theft (cash)**

Case # 10-09-1054

Occurred on 10/12/09, Monday, at 0920 hours. The vending machine employees removed approximately \$300.00 from the station vending machine and placed the money down at which time the unknown suspects took the money and fled on foot. West Palm Beach Police Department Case # 09-18625.

**Trespass After Warning**

**Arrest**

Case # 10-09-882

Occurred on 10/09/09, Friday, at 1650 hours. The subject was found trespassing on the tracks and refused to get off the tracks. West Palm Beach Sheriff's Office Case # 211789.

**SHERIDAN STREET STATION**

**Burglary Auto**

Case # 10-09-1691

Occurred on 10/17/09, Saturday, at unknown hours. Unknown person(s) broke out the left rear window and gained entry into the victim's vehicle (1994 Ford Aero star, white in color). Unknown loss. Hollywood Police Department Case # R3309-32772.

**HIALEAH MARKET STATION**

**6 Burglary Auto(s)**

Case # 10-09-1818, 1819, 1820, 1821, 1822, and 1823

Occurred on 10/18/09, Sunday, between 2210-2350 hours. Unknown person(s) broke into 6 vehicles overnight in the station parking lot. Hialeah Police Department Case # 09-37645, 09-37640, and 09-37641.

**Auto Theft**

Case # 10-09-1825

Occurred between 10/16/09, Friday, at 1845 hours and 10/19/09, Monday, at 0750 hours. Unknown person(s) took the victim's vehicle (1992 Red Chevy S-10 Pickup) from the station parking lot. Hialeah Police Department Case #09-37656.

**MANGONIA PARK STATION**

**Aggravated Assault**

Case # 10-09-698

Occurred on 10/08/09, Thursday, at 0800 hours. The station taxi drivers became involved in an altercation with one taxi driver pulling a knife on one of the taxi drivers exposing the blade to the victim's chest. Palm Beach Sheriff's Office case # 09-140530.

**Auto Theft Attempt**

Case # 10-09-1690

Occurred between 10/16/09, Friday, at 2345 hours and 10/17/09, Saturday, at 1721 hours. Unknown person(s) broke into the victim's vehicle (Mitsubishi Gallant, 4 door, red in color) and attempted to punch out the ignition to start the vehicle with negative results. Palm Beach Sheriff's Office Case# 144694.

**OUTSTANDING JOB PERFORMANCES**

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OCTOBER 4, 2009, C.P.O. Davis, while at the Mangonia Park Station, assisted with two juvenile passengers who got on the wrong train. C.P.O. Davis coordinated the local police and arranged for the juveniles to be supervised until the safe return of the juveniles to their homes

OCTOBER 6, 2009, C.P.O. Ciaverelli, while at the West Palm Beach Station, noticed a woman walking along the tracks picking objects up next to the tracks. C.P.O. Ciaverelli contact local police to assist in the removal of this trespasser, which was mentally disturbed.

OCTOBER 6, 2009, C.P.O. Ciaverelli, while at the West Palm Beach Station, noticed a man running along the east side tracks attempting to jump the dividing gate. C.P.O. Ciaverelli instructed the man to get off the tracks and explained the safety precautions needed.

OCTOBER 12, 2009, C.P.O. Holiday located a golf cart located on the tracks near the Deerfield Beach Station. C.P.O. Holiday coordinated the removal of the golf cart.

OCTOBER 16, 2009, C.P.O. Colon was notified by operations of a report of a passenger smoking pot onboard the P633. After searching the train, it met with negative results.

OCTOBER 17, 2009, C.P.O. Arias, on board the P665, heard a disturbance, rushed to the area, and found a subject lying on the floor of the train having a seizure. C.P.O. Arias arranged for EMS to be contacted and cleared the area of other passengers.

OCTOBER 20, 2009, C.P.O. Montgomery assisted another agency when Border Patrol requesting to board to do a "spot check" approached him at the Ft Lauderdale Station. Border Patrol removed to individuals and removed them from the train.

OCTOBER 26, 2009, C.P.O. Ciaverelli was at the West Palm Beach Station and before coming off duty at the station, he was alerted by yelling by a female for help in the stations west elevator. C.P.O. Ciaverelli immediately took action to expedite the female's release when he observed the female to falter a bit. The passenger was trapped in the elevator for an extended period and was becoming ill. He called fire rescued and expedited the females care and release. C.P.O. Ciaverelli's quick thinking, initiative, and action to duty that he received the recommendation for a Certificate of Recognition.

OCTOBER 27, 2009, C.P.O. Montgomery assisted another agency when Border Patrol requesting to board to do a "spot check" approached him at the Ft Lauderdale Station. One individual was arrested and removed from the train.

OCTOBER 31, 2009, C.P.O. Ciaverelli was at the West Palm Beach Station witnessed an accident involving three vehicles. C.P.O. Ciaverelli contacted the local police department, searched for victims, and assessed the tracks for visible damage.

# THE WACKENHUT CORPORATION

## MONTHLY FARE EVASION REPORT

MONTH: October 2009

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.016	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
10/1/2009	13,398	15,269	84	2	82	0	114%	0.6%	2%	98%	0%
10/2/2009	12702	15299	98	6	90	2	120%	0.6%	6%	92%	2%
10/3/2009	4183	4383	61	3	58	0	105%	1.5%	5%	95%	0%
10/4/2009	4,012	4,095	54	1	52	1	102%	1.3%	2%	96%	2%
10/5/2009	12,984	15,997	109	8	101	0	123%	0.7%	7%	93%	0%
10/6/2009	13,453	16,150	101	6	95	0	120%	0.6%	6%	94%	0%
10/7/2009	13,155	15,194	100	3	97	0	115%	0.7%	3%	97%	0%
10/8/2009	12,759	16,558	97	6	90	1	130%	0.6%	6%	93%	1%
10/9/2009	12,976	17,917	116	7	109	0	120%	0.64%	6%	92%	2%
10/10/2009	4,432	4,255	41	3	37	1	105%	1.46%	5%	95%	0%
10/11/2009	4,177	4,497	56	4	52	0	102%	1.32%	2%	96%	2%
10/12/2009	12,239	15,317	119	11	108	0	125%	0.78%	9%	91%	0%
10/13/2009	12,646	15,975	109	3	106	0	126%	0.68%	3%	97%	0%
10/14/2009	13,028	16,024	103	2	101	0	123%	0.64%	2%	98%	0%
10/15/2009	12,899	16,789	103	10	93	0	130%	0.61%	9%	91%	0%
10/16/2009	11,316	14,591	104	5	99	0	129%	0.71%	5%	95%	0%
10/17/2009	4,299	5,223	34	4	30	0	121%	0.65%	12%	88%	0%
10/18/2009	3,660	4,637	49	5	44	0	127%	1.06%	10%	90%	0%
10/19/2009	11,737	15,193	106	3	103	0	129%	0.70%	3%	97%	0%
10/20/2009	12,183	14,021	94	3	91	0	115%	0.67%	3%	97%	0%
10/21/2009	12,429	14,748	100	0	100	0	119%	0.68%	0%	100%	0%
10/22/2009	12,008	14,544	94	5	89	0	121%	0.65%	5%	95%	0%
10/23/2009	12,893	16,220	104	7	96	1	126%	0.64%	7%	92%	1%
10/24/2009	4,413	4,767	42	2	39	1	108%	0.88%	5%	93%	2%
10/25/2009	3,827	5,080	62	4	58	0	133%	1.62%	6%	94%	0%
10/26/2009	13,146	16,153	110	7	103	0	123%	0.68%	6%	94%	0%
10/27/2009	12,726	16,261	113	6	106	1	128%	0.69%	5%	94%	1%
10/28/2009	13,341	15,649	106	7	99	0	117%	0.68%	7%	93%	0%
10/29/2009	13,476	15,443	109	3	106	0	115%	0.71%	3%	97%	0%
10/30/2009	13,307	15,851	129	12	117	0	119%	0.81%	9%	91%	0%
10/31/2009	4,455	4,024	32	1	30	1	90%	0.80%	3%	94%	3%
<b>318,259</b>	<b>386,124</b>	<b>2,739</b>	<b>149</b>	<b>2581</b>	<b>9</b>	<b>121%</b>	<b>0.71%</b>	<b>5%</b>	<b>94%</b>	<b>0%</b>	

# THE WACKENHUT CORPORATION

## Weekly/Monthly Fare Inspection Report

Month: October 2009

Week	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
10/01/09-10/04/09	34,295	39,046	297	12	282	3	114%	0.76%	4%	95%	1%
10/05/09-10/11/09	73,936	90,568	620	37	581	2	122%	0.68%	6%	94%	0%
10/12/09-10/18/09	70,087	88,556	621	40	581	0	126%	0.70%	6%	94%	0%
10/19/09-10/25/09	69,490	84,573	602	24	576	2	122%	0.71%	4%	96%	0%
10/26/09-10/31/09	70,451	83,381	599	36	561	2	118%	0.72%	6%	94%	0%
<b>Totals</b>	<b>318,259</b>	<b>386,124</b>	<b>2,739</b>	<b>149</b>	<b>2,581</b>	<b>9</b>	<b>121%</b>	<b>0.71%</b>	<b>5%</b>	<b>94%</b>	<b>0%</b>



# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
April-98	284,380	170,853	541	495	27	19	60%	0.32%	91%	5%	4%
May-98	180,788	118,150	395	350	28	18	65%	0.33%	89%	7%	5%
June-98	167,931	119,333	605	538	39	28	71%	0.51%	89%	6%	5%
July-98	164,028	114,160	753	675	56	22	70%	0.66%	90%	7%	3%
August-98	175,944	126,223	643	598	29	16	72%	0.51%	93%	5%	2%
September-98	169,522	118,346	442	419	17	6	70%	0.37%	95%	4%	1%
October-98	194,241	137,885	636	613	13	10	71%	0.46%	96%	2%	2%
November-98	172,782	123,556	564	540	11	13	72%	0.46%	96%	2%	2%
December-98	177,662	129,428	533	517	6	10	73%	0.41%	97%	1%	2%
January-99	182,432	140,296	531	509	10	12	77%	0.38%	96%	2%	2%
February-99	184,533	137,924	531	518	8	5	75%	0.38%	98%	2%	1%
March-99	206,134	161,833	710	696	6	8	79%	0.44%	98%	1%	1%
April-99	195,182	146,649	565	555	9	1	75%	0.39%	98%	2%	0%
May-99	185,160	138,211	608	594	8	6	75%	0.44%	98%	1%	1%
June-99	165,130	126,263	533	511	21	1	76%	0.42%	96%	4%	0%
July-99	157,020	124,754	470	373	93	4	79%	0.38%	79%	20%	1%
August-99	183,578	140,002	475	447	23	5	76%	0.34%	94%	5%	1%
September-99	170,632	138,267	407	397	6	4	81%	0.29%	98%	1%	1%
October-99	181,774	155,633	508	484	20	4	86%	0.33%	95%	4%	1%
November-99	186,616	147,986	560	549	7	4	79%	0.38%	98%	1%	1%
December-99	182,591	145,524	563	547	11	5	80%	0.39%	97%	2%	1%
January-00	187,154	144,403	529	520	5	4	77%	0.37%	98%	1%	1%
February-00	198,944	158,269	582	573	5	4	80%	0.37%	98%	1%	1%
March-00	210,339	166,800	519	507	9	3	79%	0.31%	98%	2%	1%
April-00	193,414	170,365	509	500	5	4	88%	0.30%	98%	1%	1%
May-00	207,042	180,112	587	572	9	6	87%	0.33%	97%	2%	1%
June-00	173,063	141,554	680	670	7	3	82%	0.48%	99%	1%	0%
July-00	171,438	131,316	622	613	4	5	77%	0.47%	99%	1%	1%
August-00	204,722	153,674	512	497	9	6	75%	0.33%	97%	2%	1%
September-00	207,322	144,675	491	470	11	10	70%	0.34%	96%	2%	2%
*October-00	227,112	156,845	651	216	425	10	69%	0.42%	33%	65%	0%
November-00	219,669	157,151	670	221	437	12	72%	0.43%	33%	65%	2%
December-00	198,383	153,327	626	235	383	8	77%	0.41%	38%	61%	0%
<b>Totals</b>	<b>6,266,662</b>	<b>4,719,767</b>	<b>18,551</b>	<b>16,519</b>	<b>1757</b>	<b>276</b>	<b>75%</b>	<b>0.39%</b>	<b>89%</b>	<b>9%</b>	<b>1%</b>

Note: Hurricane George Warning on Wednesday, 9/23/98.  
 Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.  
 Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.  
 Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.  
 \* October 2000 MODIFIED FARE EVASION BEGINS  
 Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.  
 Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.  
 January 22-24, 1999 - Friends Ride Free.  
 Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
<b>Page 1 Total</b>	<b>6,266,662</b>	<b>4,719,767</b>	<b>18,551</b>	<b>16,519</b>	<b>1,757</b>	<b>276</b>	<b>75%</b>	<b>0.39%</b>	<b>96%</b>	<b>9%</b>	<b>1%</b>
<b>Totals</b>	<b>13,038,556</b>	<b>11,280,895</b>	<b>41,222</b>	<b>20,587</b>	<b>20,257</b>	<b>379</b>	<b>87%</b>	<b>0.37%</b>	<b>50%</b>	<b>49%</b>	<b>1%</b>

\* October 2000 MODIFIED FARE EVASION BEGINS 09/11/01 TERRORIST ATTACK

JULY 1, 2002-NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
August-03	225,003	233,605	732	27	703	2	104%	0.31%	4%	96%	0%
September-03	231,637	247,620	779	43	736	0	107%	0.31%	6%	94%	0%
October-03	252,722	257,883	1035	64	970	1	102%	0.40%	6%	94%	0%
November-03	216,440	225,123	1014	63	950	1	104%	0.45%	6%	94%	0%
December-03	223,791	222,530	1089	71	1014	4	99%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.41%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA -AUGUST 25-28, 2005

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

NO TRAIN SERVICE OCTOBER 22-31, 2005 DUE TO HURRICANE WILMA

NO TRAIN SERVICE NOVEMBER 1-3, 2005 DUE TO HURRICANE WILMA

NO TICKET CHECKS NOVEMBER 4-11, 2005 DUE TO HURRICANE WILMA



## FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1986	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,830	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2887	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	2335	101	2229	5	104%	0.64%	4%	95%	0%
September-08	383,320	430,263	2452	104	2339	9	112%	0.57%	4%	95%	0%
October-08	399,891	446,825	2628	112	2507	9	112%	0.59%	4%	95%	0%
November-08	346,597	361,181	2133	90	2041	2	104%	0.59%	4%	96%	0%
December-08	344,245	363,553	2626	132	2491	3	106%	0.72%	5%	95%	0%
Page 3 Total	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%
Totals	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%

08/29/06-08/30/06 No train service due to Tropical Storm Ernesto

3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/15/2007 SFRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

03/28/07 -P614-P619 (6 TRAINS)REDUCED TICKET CHECK DUE TO TRAIN BEING IN EXCESS OF 45 MINUTES LATE

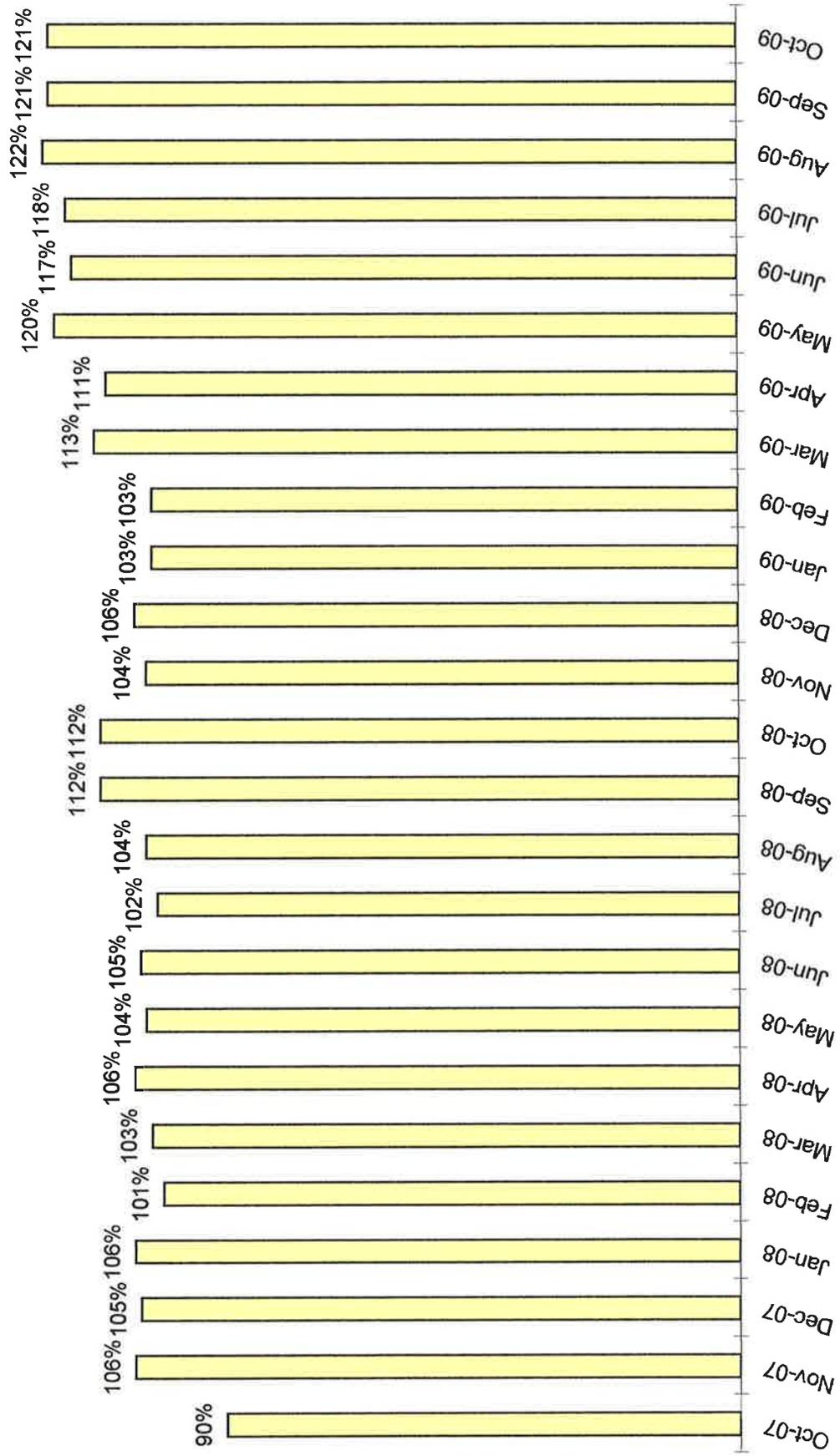
**08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM KAY**



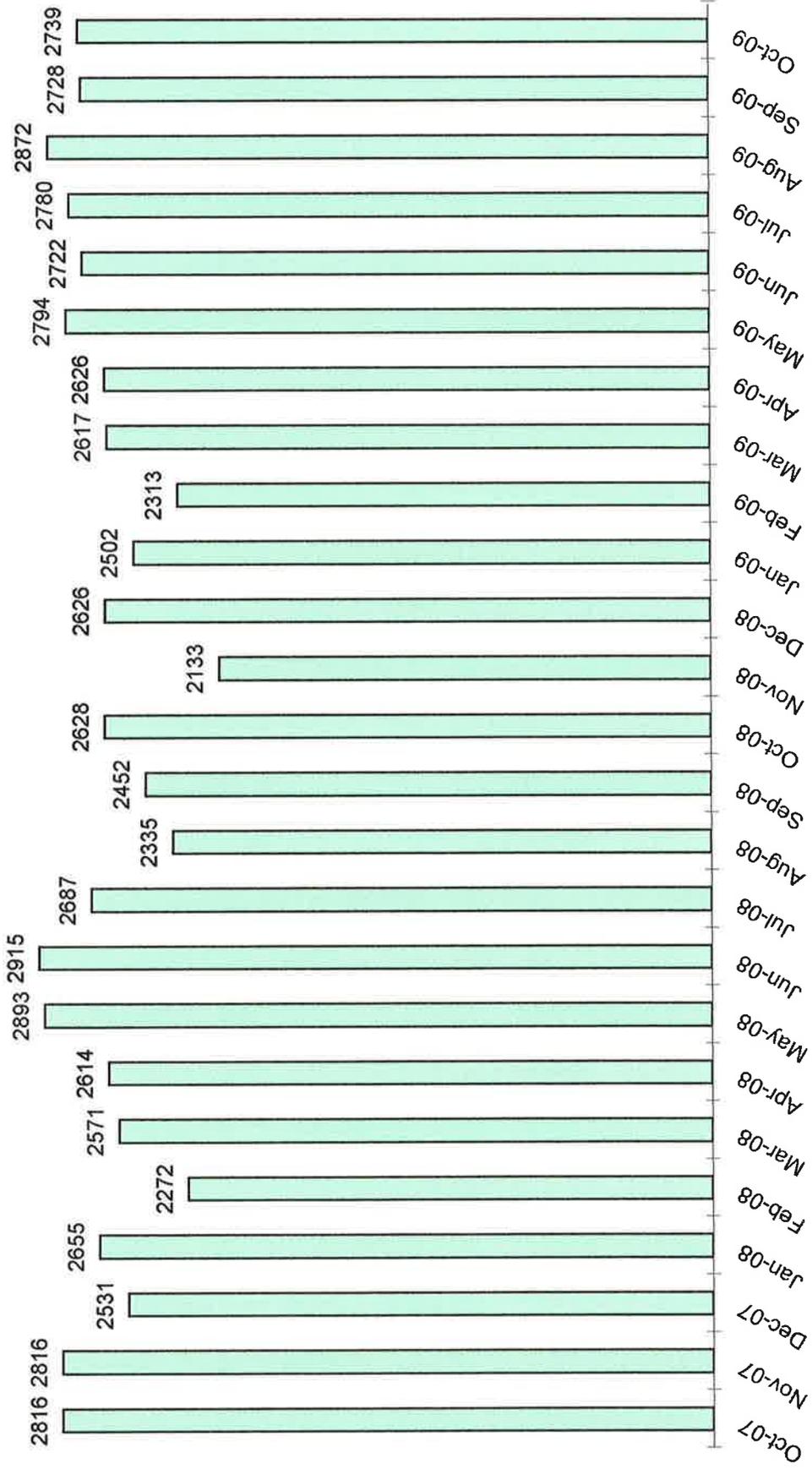
# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	6%
March-09	370,606	418,383	2617	108	2500	9	113%	0.63%	4%	96%	0%
April-09	346,865	383,624	2626	111	2513	2	111%	0.68%	4%	96%	0%
May-09	320,894	383,817	2794	129	2658	7	120%	0.73%	5%	95%	0%
June-09	292,806	342,385	2722	112	2601	9	117%	0.80%	4%	96%	0%
July-09	278,565	329,393	2780	126	2646	8	118%	0.84%	5%	95%	0%
August-09	282,760	345,823	2872	151	2716	5	122%	0.83%	5%	95%	0%
September-09	299,754	363,056	2728	137	2586	5	121%	0.75%	5%	95%	0%
October-09	318,259	386,124	2739	149	2581	9	121%	0.71%	5%	94%	0%
page 4-total	30,574,576	28,185,744	155,087	26,365	128,034	690	92%	0.55%	17%	83%	0%
<b>Totals</b>	<b>33,769,792</b>	<b>31,866,186</b>	<b>181,780</b>	<b>27,630</b>	<b>153,397</b>	<b>755</b>	<b>94%</b>	<b>0.57%</b>	<b>15%</b>	<b>84%</b>	<b>0%</b>

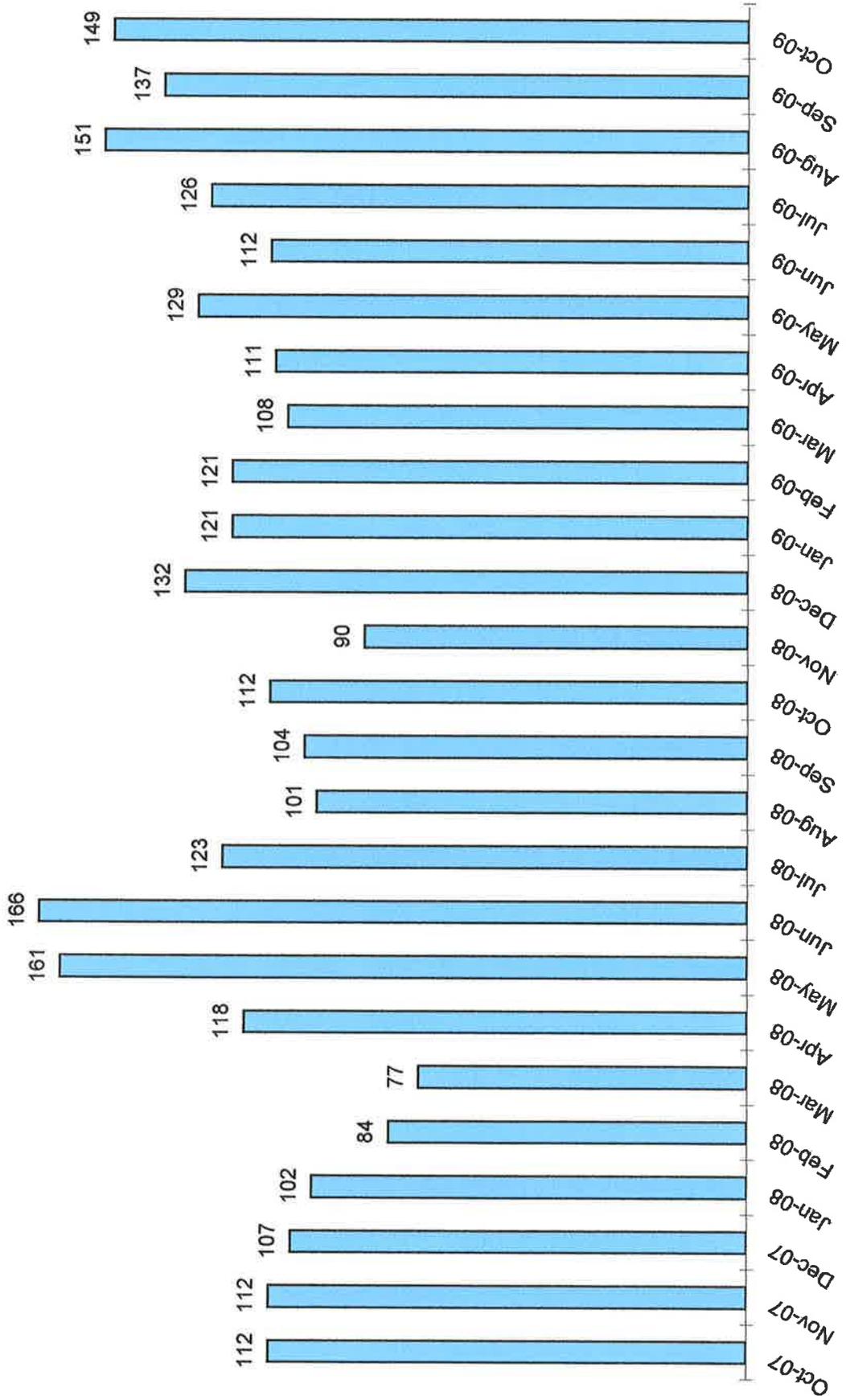
# PERCENTAGE OF RIDERS INSPECTED



# FARE EVASION VIOLATIONS



CITATIONS ISSUED



**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Apr-98	14	259	215	3	0	4	0	495
May-98	12	116	174	11	37	0	0	350
Jun-98	14	186	259	9	62	8	0	538
Jul-98	13	241	316	25	68	12	0	675
Aug-98	9	183	293	22	78	13	0	598
Sep-98	4	137	211	10	44	13	0	419
Oct-98	13	239	270	12	65	14	0	613
Nov-98	4	216	253	8	45	14	0	540
Dec-98	4	198	257	7	32	19	0	517
Jan-99	7	197	212	22	60	11	0	509
Feb-99	6	213	208	8	69	14	0	518
Mar-99	5	335	273	10	55	18	0	696
Apr-99	3	217	280	16	23	16	0	555
May-99	6	297	245	17	18	11	0	594
Jun-99	7	185	257	25	28	9	0	511
Jul-99	8	133	201	15	10	6	0	373
Aug-99	7	132	245	21	23	19	0	447
Sep-99	5	136	202	21	23	10	0	397
Oct-99	6	153	251	25	39	10	0	484
Nov-99	7	131	324	16	56	15	0	549
Dec-99	5	125	308	23	60	26	0	547
Jan-00	9	87	298	16	85	25	0	520
Feb-00	5	124	298	28	85	33	0	573
Mar-00	6	95	301	18	71	16	0	507
Apr-00	5	81	293	36	62	23	0	500
May-00	11	116	324	84	12	25	0	572
Jun-00	6	184	352	23	87	18	0	670
Jul-00	15	177	314	17	85	5	0	613
Aug-00	6	117	283	21	66	4	0	497
Sep-00	15	132	251	16	51	5	0	470
(A)OCT-00	0	3	201	8	4	0	0	216
Nov-00	1	2	194	19	2	2	1	221
Dec-00	0	6	217	6	2	3	1	235
Jan-01	0	3	172	18	3	5	0	201
Feb-01	1	4	129	8	2	0	0	144
Mar-01	2	2	118	7	0	1	0	130
Apr-01	3	2	105	11	6	1	1	129
May-01	2	1	126	3	1	2	0	135
Jun-01	0	4	157	10	0	2	1	174
Jul-01	1	5	196	10	2	5	0	219
Aug-01	1	3	160	1	0	5	0	170
Sep-01	3	0	152	0	0	2	0	157
Oct-01	3	2	195	16	1	4	0	221
Nov-01	3	2	184	37	4	10	0	240
Dec-01	1	5	228	23	3	16	0	276
<b>Total</b>	<b>258</b>	<b>5,186</b>	<b>10,502</b>	<b>762</b>	<b>1,529</b>	<b>474</b>	<b>4</b>	<b>18,715</b>

\*Hurricane Georges: No Train Services 9/24/98, 9/25/98, & 9/26/98 (1/2 day).  
 NO CITATIONS ISSUED ON 11/5/98 DUE TO TROPICAL STORM MI

\*Hurricane Floyd: No Train Services 9/14/99 & 9/15/99.

(A)MODIFIED FARE EVASION BEGINS

**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-02	2	2	163	32	5	4	0	208
Feb-02	2	7	140	20	2	1	0	172
Mar-02	3	5	238	17	5	2	0	270
Apr-02	2	3	200	23	3	7	0	238
May-02	2	6	154	29	0	4	0	195
Jun-02	6	3	212	26	5	7	0	259
(B) JUL-02	0	5	24	2	5	2	0	38
Aug-02	1	3	27	3	2	2	0	38
Sep-02	1	4	29	2	1	0	0	37
Oct-02	4	11	27	2	2	2	0	48
Nov-02	4	8	28	4	4	1	0	49
Dec-02	2	3	23	3	3	0	0	34
Jan-03	0	4	20	4	0	0	0	28
Feb-03	2	7	13	4	1	0	0	27
Mar-03	1	6	31	4	1	1	0	44
Apr-03	0	5	26	1	3	1	0	36
May-03	0	5	43	3	2	0	0	53
Jun-03	2	2	40	7	1	0	0	52
Jul-03	1	6	30	3	3	0	3	46
Aug-03	1	5	12	3	3	2	1	27
Sep-03	1	3	29	6	2	2	0	43
Oct-03	3	10	37	6	5	3	0	64
Nov-03	0	20	30	7	6	0	0	63
DEC-03	2	16	42	3	6	2	0	71
Jan-04	2	27	31	4	9	4	0	77
Feb-04	3	14	42	3	10	1	0	73
Mar-04	1	14	30	2	15	1	0	63
Apr-04	0	5	21	6	4	1	0	37
May-04	0	3	19	7	2	0	0	31
Jun-04	1	7	23	4	1	2	0	38
Jul-04	1	13	29	1	4	1	0	49
Aug-04	1	7	19	3	3	3	1	37
(C) SEPT-04	3	2	8	2	1	2	0	18
Oct-04	2	6	13	6	4	1	1	33
NOV-04	5	3	27	2	2	2	0	41
Dec-04	3	5	41	3	4	2	0	58
Jan-05	8	9	59	5	9	1	0	91
<b>Total</b>	<b>330</b>	<b>5,450</b>	<b>12,482</b>	<b>1,024</b>	<b>1,667</b>	<b>538</b>	<b>10</b>	<b>21,501</b>

(A)MODIFIED FARE EVASION BEGINS

(B) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(C)LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29,2004

**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Feb-05	10	9	55	5	9	2	0	90
Mar-05	3	8	57	5	12	4	0	89
Apr-05	8	11	47	5	5	1	0	77
May-05	6	28	71	4	6	1	0	116
Jun-05	6	14	70	6	7	3	1	107
Jul-05	9	15	52	9	13	4	1	103
(D) AUG-05	4	14	63	12	16	3	0	112
(E) SEP-05	7	19	48	10	7	2	0	93
(F) OCT-05	3	7	42	3	6	2	0	63
(G)NOV-05	1	6	24	6	2	0	0	39
Dec-05	4	8	35	2	8	2	0	59
Jan-06	2	19	52	9	11	1	1	95
Feb-06	4	20	40	3	6	1	0	74
Mar-06	3	16	56	10	5	2	1	93
Apr-06	4	18	50	8	10	2	1	93
May-06	3	19	55	5	6	1	4	93
Jun-06	6	14	48	2	4	0	3	77
Jul-06	0	20	48	8	6	0	4	86
(H) AUG -06	6	18	72	2	6	1	1	106
Sep-06	11	25	62	5	4	2	0	109
Oct-06	11	20	62	3	5	2	2	105
Nov-06	3	26	47	3	9	7	2	97
Dec-06	5	26	49	7	1	6	0	94
JAN-07	11	20	50	2	9	0	0	92
Feb-07	8	30	67	4	15	0	6	130
(I)MAR-2007	8	34	66	9	9	3	0	129
Apr-07	11	22	57	9	15	2	0	116
May-07	8	32	65	7	13	2	1	128
Jun-07	8	27	61	5	10	4	6	121
Jul-07	10	21	56	10	12	4	4	117
Aug-07	8	25	73	9	14	0	1	130
Sep-07	6	14	63	12	10	3	1	109
Oct-07	5	22	66	3	9	5	2	112
Nov-07	10	20	75	8	11	8	1	133
Dec-07	6	24	57	9	7	3	1	107
Jan-08	8	19	46	12	12	3	2	102
Feb-08	9	17	46	6	5	1	0	84
<b>TOTAL</b>	<b>565</b>	<b>6,157</b>	<b>14,535</b>	<b>1,261</b>	<b>1,982</b>	<b>625</b>	<b>56</b>	<b>25,181</b>

(D) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA AUGUST 25-28, 2005

(E) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	16	45	1	3	2	4	77
Apr-08	8	29	53	6	11	6	5	118
May-08	7	42	97	5	5	3	2	161
Jun-08	12	34	93	8	8	6	5	166
Jul-08	4	27	71	8	10	2	1	123
(H) AUG-08	3	14	71	3	3	6	1	101
Sep-08	3	17	68	4	4	7	1	104
Oct-08	5	24	74	4	3	1	1	112
Nov-08	1	17	61	2	1	8	0	90
Dec-08	2	25	77	2	14	10	2	132
Jan-09	6	22	64	14	6	7	2	121
Feb-09	4	36	65	5	6	3	2	121
Mar-09	10	26	51	11	10	0	0	108
Apr-09	8	20	62	9	9	2	1	111
May-09	9	23	76	10	7	3	1	129
Jun-09	6	21	74	6	4	1	0	112
Jul-09	4	26	77	9	4	5	1	126
Aug-09	4	25	107	9	1	4	1	151
Sep-09	3	16	93	12	10	3	0	137
Oct-09	6	32	97	4	6	4	0	149
<b>TOTAL</b>	<b>676</b>	<b>6,649</b>	<b>16,011</b>	<b>1,393</b>	<b>2,107</b>	<b>708</b>	<b>86</b>	<b>27,630</b>

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

## MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Oct-00	27	214	8	1	171	0	4	425
Nov-00	33	220	5	1	173	1	4	437
Dec-00	31	191	8	0	150	0	3	383
Jan-01	40	205	6	1	132	2	1	387
Feb-01	27	164	13	1	143	0	3	351
Mar-01	51	196	15	1	140	0	9	412
Apr-01	42	207	1	1	171	0	22	444
May-01	40	272	4	0	153	0	16	485
Jun-01	57	211	5	2	207	0	5	487
Jul-01	92	173	6	0	186	0	12	469
Aug-01	97	175	3	0	189	0	24	488
Sep-01	86	148	2	4	131	0	27	398
Oct-01	51	189	0	0	168	0	9	417
Nov-01	37	167	4	0	181	0	11	400
Dec-01	40	186	0	0	152	0	3	381
Jan-02	49	218	2	0	144	0	4	417
Feb-02	35	218	7	0	152	0	2	414
Mar-02	28	217	4	0	126	0	2	377
Apr-02	23	231	2	1	163	0	0	420
May-02	29	263	0	1	148	0	4	445
Jun-02	29	215	2	1	143	1	4	395
<b>(A) JUL-02</b>	18	206	392	43	134	18	6	817
Aug-02	33	234	398	43	104	28	1	841
Sep-02	30	204	391	44	148	24	2	843
Oct-02	28	280	376	43	155	20	1	903
Nov-02	35	287	424	40	93	19	5	903
Dec-02	16	282	494	40	117	11	1	961
Jan-03	22	289	470	45	93	13	1	933
Feb-03	14	310	401	52	84	20	0	881
Mar-03	10	252	384	31	68	8	3	756
Apr-03	5	224	407	25	124	9	1	795
May-03	5	214	382	25	79	9	0	714
Jun-03	6	223	386	31	73	14	5	738
Jul-03	4	212	436	25	112	17	22	828
Aug-03	6	161	370	23	113	21	9	703
Sep-03	10	167	382	21	143	7	6	736
Oct-03	11	282	478	33	141	24	1	970
Nov-03	9	329	422	25	149	16	0	950
DEC-03	8	327	473	22	170	14	0	1014
Jan-04	12	304	455	23	152	11	1	958
Feb-04	5	275	455	22	144	24	1	926
Mar-04	9	272	478	24	132	26	0	941
Apr-04	9	114	442	24	91	21	1	702
May-04	6	134	389	24	89	15	0	657
Jun-04	5	232	558	29	156	22	5	1007
Jul-04	3	213	520	28	128	24	1	917
<b>SUBTOTAL</b>	<b>1,263</b>	<b>10,307</b>	<b>10,860</b>	<b>800</b>	<b>6,315</b>	<b>439</b>	<b>242</b>	<b>30,226</b>

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

## MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-04	20	250	557	37	143	13	9	1029
(B) SEPT -04	34	102	285	16	51	11	6	505
Oct-04	36	190	476	26	118	11	14	871
Nov-04	66	145	535	29	112	9	8	904
Dec-04	45	125	526	22	125	24	6	873
Jan-05	75	210	639	25	165	24	9	1147
Feb-05	61	168	608	29	154	34	1	1055
Mar-05	36	220	681	32	150	20	1	1140
Apr-05	53	289	763	47	234	29	5	1420
May-05	48	297	681	51	199	17	4	1297
Jun-05	65	223	727	47	147	22	6	1237
Jul-05	41	250	651	44	155	36	4	1181
(C) AUG-05	38	237	584	49	165	32	3	1108
(D) SEPT-05	28	236	645	44	143	16	6	1118
(E) OCT-05	32	208	502	27	112	12	5	898
(F) NOV-05	26	128	442	27	72	6	1	702
Dec-05	28	315	731	48	129	24	9	1284
Jan-06	29	378	773	37	192	34	14	1457
Feb-06	37	340	756	54	142	21	18	1368
Mar-06	54	338	1042	49	182	24	9	1698
Apr-06	65	451	888	57	175	28	16	1680
May-06	61	486	981	53	240	25	22	1868
Jun-06	36	471	903	21	208	23	13	1675
Jul-06	57	476	988	23	150	29	15	1738
(G) Aug-06	65	508	969	28	198	26	8	1802
Sep-06	63	468	909	31	214	36	8	1729
Oct-06	76	524	1079	36	220	40	11	1986
Nov-06	56	461	969	21	235	41	11	1794
Dec-06	62	612	1048	37	235	36	15	2045
Jan-07	80	637	1009	52	284	21	20	2103
Feb-07	94	632	1055	52	316	37	34	2220
(H) MAR-07	105	681	1080	60	350	45	14	2335
Apr-07	106	749	1164	75	351	42	22	2509
May-07	107	849	1218	73	421	53	20	2741
Jun-07	128	840	1043	48	388	40	32	2519
Jul-07	93	808	1040	74	399	51	28	2493
Aug-07	73	819	1240	79	364	23	16	2614
Sep-07	85	708	1062	53	318	35	12	2273
Oct-07	97	776	1295	83	372	58	16	2697
Nov-07	95	690	1215	109	264	57	18	2448
Dec-07	91	694	1226	71	261	55	21	2419
<b>SUBTOTAL</b>	<b>3,810</b>	<b>28,296</b>	<b>45,845</b>	<b>2,676</b>	<b>15,168</b>	<b>1,659</b>	<b>752</b>	<b>98,206</b>

(B)- LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/2-12/04

(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05

(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06

(H)3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK

(H)03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-29/04

(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

03/15/07 SFRTA PASSENGER SURVEY

## MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	846	1229	69	233	44	19	2545
Feb-08	83	641	1106	82	209	42	16	2179
Mar-08	98	772	1273	62	211	43	19	2478
Apr-08	103	823	1230	68	208	35	15	2482
May-08	96	908	1400	54	192	54	19	2723
Jun-08	116	1025	1270	42	192	62	36	2743
Jul-08	103	799	1285	49	240	56	26	2558
(H) AUG-08	62	616	1192	55	219	63	22	2229
Sep-08	84	518	1360	66	242	53	16	2339
Oct-08	61	579	1422	101	241	82	21	2507
Nov-08	50	460	1210	71	186	57	7	2041
Dec-08	71	618	1376	100	228	88	10	2491
Jan-09	79	538	1332	119	249	39	21	2377
Feb-09	76	534	1194	99	208	60	14	2185
Mar-09	54	633	1392	120	230	57	14	2500
Apr-09	72	655	1334	128	239	66	19	2513
May-09	99	684	1420	117	266	53	19	2658
Jun-09	80	583	1460	131	256	65	26	2601
Jul-09	58	563	1608	133	218	48	18	2646
Aug-09	67	544	1604	146	269	66	20	2716
Sep-09	62	536	1512	141	259	61	15	2586
Oct-09	61	560	1499	126	262	60	13	2581
<b>SUBTOTAL</b>	<b>5,550</b>	<b>42,731</b>	<b>75,553</b>	<b>4,755</b>	<b>20,225</b>	<b>2,913</b>	<b>1,157</b>	<b>152,884</b>

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

**CLASSIFICATIONS BREAKDOWN  
OCTOBER 2009**

<b>CLASSIFICATION</b>	
ABANDONED VEHICLE	
ALARMS	1
ALARMS-TVM	
ALCOHOLIC BEVERAGE	
ARSON	
ASSAULT AGGRAVATED TRANSIT AGENT / CPO	
ASSAULT-AGGRAVATED	1
ASSAULT TRANSIT AGENT / CPO	
ASSAULT	
ASSIST PASSENGER	1
ASSIST OTHER AGENCY	4
AUTO THEFT	2
AUTO THEFT - ATTEMPT	1
AUTO THEFT - RECOVERY	
BATTERY - AGGRAVATED TRANSIT AGENT / CPO	
BATTERY - AGGRAVATED	
BATTERY TRANSIT AGENT / CPO	
BATTERY	1
BICYCLE VIOLATIONS	
BIOLOGICAL RELEASE	
BOMBING	
BOMB THREAT	
BRUSH FIRE	
BURGLARY	
BURGLARY-AUTO	7
BURGLARY-ATTEMPT AUTO	
CHEMICAL RELEASE	
CIVIL DISTURBANCE	
COUNTERFEIT/ALTERED TICKET	
CREDIT CARD FRAUD	
CRIMINAL MISCHIEF	8
CROSSING W/ GATE DOWN	
CYBER INCIDENT	
DAMAGED PROPERTY	2
DEBRIS ON TRACK	
DISORDERLY CONDUCT	5
DISTURBANCE	2
DOMESTIC VIOLENCE	
DRUG OFFENSE	
EMS BOARD MALFUNCTION	1
ELEVATOR MALFUNCTION	16
ELEVATOR PHONE MALFUNCTION	
ESCALATOR MALFUNCTION	2

## CLASSIFICATIONS BREAKDOWN OCTOBER 2009

CLASSIFICATION				
FARE EVASION				2739
	CITATION	WARNED	ARREST	
12 TRIP	6	61	0	
INELIGIBLE DISCOUNT	32	560	1	
NO TICKET	97	1499	7	
ZONE OVERRIDE	4	126	0	
NO TRANSFER SLIP	6	262	0	
OUTDATED TICKET	4	60	1	
EDP TICKET	0	13	0	
TOTAL	149	2581	9	
FIRE				
GRADE CROSSING PROBLEM				
HIJACKING				
ILLNESS				5
INJURY				2
INJURY-CPO				
INTERFERING W/ TRAIN				1
INTOXICATED PERSON				
INVESTIGATION				
KIOSK PROBLEM				
LOST/FOUND PROPERTY				104
LOUD MUSIC				
LUGGAGE				
MISCELLANEOUS/INFORMATION				45
MISSING PERSON				1
MISSING PERSON-LOCATED				
MOTOR VEHICLE ACCIDENT				3
NUCLEAR RELEASE				
PARKING PROBLEM				5
PARKING LOT ACCIDENTS				
PARKING LOT VIOLATIONS				
PAYPHONE MALFUNCTION				
PULLED EMERGENCY STOP				
RECOVERED STOLEN PROPERTY				
RIDING ON OUTSIDE OF TRAIN				
ROBBERY				
ROBBERY ARMED				
SABOTAGE				
SAFETY HAZARD				26
SEXUAL BATTERY				
SEX OFFENSE (OTHER)				
SIGN PROBLEM				1
SLIP AND FALL				6
SMOKING ON TRAIN				
SOLICITATION				
SURFBOARDS ON TRAIN				

# CLASSIFICATIONS BREAKDOWN

## OCTOBER 2009

CLASSIFICATION	
STUDENT INCIDENT	1
ACS HIGH SCHOOL	
BAK MIDDLE SCHOOL	1
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
ROOSEVELT FULL SERVICE	
OAK GROVE	
OTHER	
SUSPICIOUS INCIDENT	6
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	
THEFT	2
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	1
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	2
TRESPASS	11
TVM GATE MALFUNCTION	2
TVM MALFUNCTION	71
UNAUTHORIZED ANIMAL	1
VALIDATOR MALFUNCTION	19
WEAPON-COMPLAINT	
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT: MONITOR CHECKS	
<b>TOTAL</b>	<b>311</b>

**SIX MONTH CRIME ANALYSIS  
2009**

CLASSIFICATION	MAY	JUN	JUL	AUG	SEP	OCT
ABANDONED VEHICLE						
ALARMS	1	4	2	4		1
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN	2			2		
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO						
ASSAULT-AGGRAVATED						1
ASSAULT TRANSIT AGENT / CPO						
ASSAULT		2				
ASSIST PASSENGER	6	3	6	5	2	1
ASSIST OTHER AGENCY			1			4
AUTO THEFT		1				2
AUTO THEFT - ATTEMPT						1
AUTO THEFT - RECOVERY					1	
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO				1	2	1
BATTERY	1		1			
BICYCLE VIOLATIONS						
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	3		14	1		7
BURGLARY-ATTEMPT AUTO						
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	2	11	8	9	6	8
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	4	2	4	2	3	2
DEBRIS ON TRACK	1	1	1	1		
DISORDERLY CONDUCT	1	7	10	8	5	5
DISTURBANCE	3	2	2	1	2	2
DRUG OFFENSE						
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION			1	1		1
ELEVATOR MALFUNCTION	13	14	15	20	18	16
ESCALATOR MALFUNCTION	1		1	1	3	2
ELEVATOR PHONE MALFUNCTION			2	2		
FARE EVASION- CITATIONS	129	112	126	151	137	149
FARE EVASION-WARNINGS	2658	2601	2646	2716	2586	2581
FARE EVASION-ARREST	7	9	8	5	5	9
FIRE	2	1	1		1	
GRADE CROSSING PROBLEM		5	2	3	2	
HIJACKING						
ILLNESS	6	10	3	8	7	5
<b>SUB-TOTAL</b>	<b>2840</b>	<b>2785</b>	<b>2854</b>	<b>2941</b>	<b>2780</b>	<b>2798</b>

## SIX MONTH CRIME ANALYSIS 2009

CLASSIFICATION	MAY	JUN	JUL	AUG	SEP	OCT
INJURY			1	3	1	2
INJURY-CPO		2				
INTERFERING W/ TRAIN	1				1	1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	116	97	77	94	114	104
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	61	59	53	33	37	45
MISSING PERSON			1	1		1
MISSING PERSON-LOCATED	2		1			
MOTOR VEHICLE ACCIDENT	1	2		3	4	3
NUCLEAR RELEASE						
PARKING PROBLEM	4	3	2		4	5
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	1					
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY		1				
ROBBERY ARMED						
ROBBERY ATTEMPT						
SABOTAGE						
SAFETY HAZARD	27	24	33	18	15	26
SEXUAL BATTERY						
SEX OFFENSE (OTHER)						
SIGN PROBLEM	1				2	1
SLIP AND FALL	10	3	5	3	2	6
SMOKING ON TRAIN						
SOLICITATION	2	2		2		
STUDENT INCIDENT	3				1	1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	8	10	15	14	7	6
SUSPICIOUS PERSON	3	4	4	2	4	3
SUSPICIOUS VEHICLE	3	2	3	3	3	
THEFT	4	5	6	4	1	2
THEFT-ATTEMPTED			1			
THROWING OBJECT AT TRAIN		2	1			
TRAIN VS ANIMAL		1				
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN						1
TRAIN VS VEHICLE		1			1	2
TRAIN VS FIXED OBJECT						
TRESPASS	11	19	18	16	12	11
TVM GATE MALFUNCTION	5		8	7		2
TVM MALFUNCTION	71	110	86	72	56	71
UNAUTHORIZED ANIMAL						1
VALIDATOR MALFUNCTION	30	25	25	24	23	19
WEAPON CONCEALED		1			1	
SPECIAL ASSIGNMENT MONITOR CHECKS			129			
SUB-TOTAL	2840	2785	2854	2941	2780	2798
TOTAL REPORTS	3204	3158	3323	3240	3069	3111

**TWC/SFRTA  
FEDERAL (TSA) DIRECTIVES VIOLATIONS  
FOR OCTOBER 2009**

<b>Date</b>	<b>Incident Report #</b>	<b>Location</b>	<b>TSA Directive Violation #</b>	<b>Remarks</b>	<b>CPO ID#</b>
10/2/2009	101	BOCA RATON STATION	13	PICT OF STATION, TAKING NOTES	574
10/4/2009	301	MM 971	13	REMOVE WOODEN BOX	528
10/12/2009	1087	MM 1002.	13	PULLNG SPIKES	433

**TSA Directive #13** "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

**TSA Directive #15** "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."



The Wackenhut Corporation  
6499 Powerline Road Suite 300  
Fort Lauderdale FL 33309-2044  
Telephone: 954.771.5005  
Fax: 954.771.5408  
[flamail@wackenhut.com](mailto:flamail@wackenhut.com)



## MEMORANDUM

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To: Mr. Timothy L. Cates, Project Manager, TWC/SFRTA

From: Richard D. Cannon, Jr. Investigator, ID #276

**SUBJECT: MONTHLY ACTIVITY REPORT – OCTOBER 2009**

Date: Tuesday, November 3<sup>rd</sup>, 2009

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I was assigned the following tasks for the month of: **OCTOBER 2009:**

**As the Court Liaison Officer:** I maintained contact with the Clerk of the Court, North County Regional Courthouse, Deerfield Beach, FL. I also handled the filing, service and return of subpoenas served to Custom Protection Officers assigned to the TWC/SFRTA Project. I attended all court hearings involving SFRTA/Tri-Rail Fare Evasion matters and tracked criminal cases.

**As the Citation Coordinator:** I managed the review, sorting and filing of Citations. I filed **149** citations at the North County Regional Courthouse. I also processed any voided citations and conducted inquiries as directed by the County Court Judge, related to Fare Evasion Citations. I conducted CPR/AED training for personnel assigned to the TWC/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

**As the Investigator:** I investigated or conducted inquiries into **9** incidents:

- SFRTA IR #: 09-09-2067 – Discourtesy – (Not Sustained)
- SFRTA IR #: 10-09-226 – Violation of Post Orders – (Sustained)
- COMPLAINT #: 6903 Discourtesy – (Sustained)
- DIRECT REFERRAL – Discourtesy – (Not Sustained)
- DIRECT REFERRAL – Alleged Injury – (Referred to SFRTA)
- DIRECT REFERRAL – Conduct unbecoming – (Sustained)
- DIRECT REFERRAL – Attention to Duty – (Pending Completion)
- G4S CORPORATE COMPLAINT – Discourtesy – (Not Sustained)
- G4S CORPORATE COMPLAINT – Discourtesy – (Not Sustained)

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Refresher training regarding interpersonal relations and conflict management were conducted. In addition, I conducted CPR/AED Re-Certification Training. Lastly, I continued to provide support, logistical and troubleshooting services to the Safety & Security Administrator, as well as the Project Manager.

rdc/

cc: Mr. Allen R. Yoder

OCTOBER  
2009

NTD INTERNET REPORTING

NON-MAJOR SECURITY  
PART I

INCIDENTS ONLY

	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespasser	Other	Total Incidents
Forcible Rape In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							1
Right Of Way/Roadway							0
Robbery							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Aggravated Assaults							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Burglary							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
arceny/Theft Offenses							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
Motor Vehicle Theft							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0
son							0
In Vehicle							0
In Revenue Facility							0
Non Revenue Facility							0
Right Of Way/Roadway							0

Structure

Includes  
Burglary  
Vehicle

Includes  
Attempts

OCTOBER 2009

Part II

- Fare Evasion (citations)
- Other Assaults (arrests)
- Trespassing (arrests)
- Vandalism (arrests)

In Vehicle	In Revenue	In Non-Revenue Facility	On Right of Way
149			
1			1

Total Incidents
149
0
2
0

- Bomb Threats
- Bombing
- Chemical / Biological / Nuclear Release
- Cyber Incident
- Hijacking
- Non-Violent Civil Disturbances
- Sabotage

Other Security Issues

In Vehicle	In Revenue	In Non-Revenue Facility	On Right of Way

Total Incidents

Total Property Damage (\$)

[Empty box]

ELIJAH TOTAL ARREST (5)  
 TWO TRESPASSING (2)  
 NINE FARE EVASION (9)

October

**Expiring Contract Report  
S FL Regional Transportation Authority**

**Expiring Date ( 10/1/2009) thru (5/20/2010)**

<b>Project Manager Contract # Contract Administrator</b>	<b>Contract Title Contract Name</b>	<b>Start Date Expiration Date</b>	<b>Contract Duration Renewal</b>
--	---	---------------------------------------	--------------------------------------

projectmgr

**Contract Class: Payables**

Suzie Papillon 04-001 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010288 PB AMERICAS, INC	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
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Suzie Papillon 04-002 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010547 KIMLEY HORN AND ASSOCIATES	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
--	---	--------------------------	--

Suzie Papillon 04-003 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010548 CARTER AND BURGESS INC	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
--	---	--------------------------	--

Suzie Papillon 04-004 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010549 GANNETT FLEMING INC	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
--	--	--------------------------	--

Suzie Papillon 04-005 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010550 CORRADINO GROUP	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
--	--	--------------------------	--

**October**  
**Expiring Contract Report**  
**S FL Regional Transportation Authority**

**Expiring Date ( 10/1/2009) thru (5/20/2010)**

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u> Vicki Woodrige 06-621 BRYAN KOHLBERG	FEDERAL LEGISLATIVE CONSULTANT SERVICES 010070 C2 GROUP LLC	02/01/2007 01/31/2010	3 Year Term 2 remaining 1 year options.
Michael Kanefsky 08-002 BOBBY BECKER	TVM MAINTENANCE AGREEMENT 010033 ACS TRANSPORT SOLUTIONS, INC.	03/01/2008 02/28/2010	2 Year Term 3 remaining 1 year options.
<b>Contract Class: Receivables</b> Steve Rosenberg 04-285 BRYAN KOHLBERG	VENDING MACHINE SERVICE 16 GILLY VENDORS, INC.	04/29/2005 04/28/2010	5 Year Term 2 - 1 year renewal options. 0 remaining option
Lauran Mehalik 08-001 BOBBY BECKER	PAYPHONE SERVICE 17 STERLING PAYPHONES LLC	03/14/2008 03/13/2010	2 Year Term 4 - 1 year renewal options. 3 options remaining

AGENDA REPORT  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING  
October 16, 2009

SEPTEMBER RIDERSHIP

Total monthly ridership for September has decreased 21.8 % when compared to September of last year. Weekday ridership has decreased by 24.1% for September, while the average weekday ridership in September 2009 was 12,576 per day versus 16,296 per day for 2008. Total weekend ridership has decreased by 13.2% when compared to last year. Total Fiscal Year ridership is down by 22.8%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual September 2009	Actual September 2008	September '09 vs. '08 %	FY 10 Rider ship To Date	FY 09 Rider ship To Date	FYTD 10 vs '09 %
M-F	264,101	342,209	-22.8%	743,917	980,770	-24.1%
Saturday	16,821	19,514	-13.8%	55,603	66,457	-16.3%
Sunday	14,921	16,791	-11.1%	50,267	58,363	-13.9%
Holidays	3,911	4,806	-18.6%	10,774	9,691	11.2%
	299,754	383,320	-21.8%	860,561	1,115,281	-22.84%

Note: Ridership figures are based on daily reports from Veolia.

### Chart 1 - SFRTA Riders and Revenue Trends

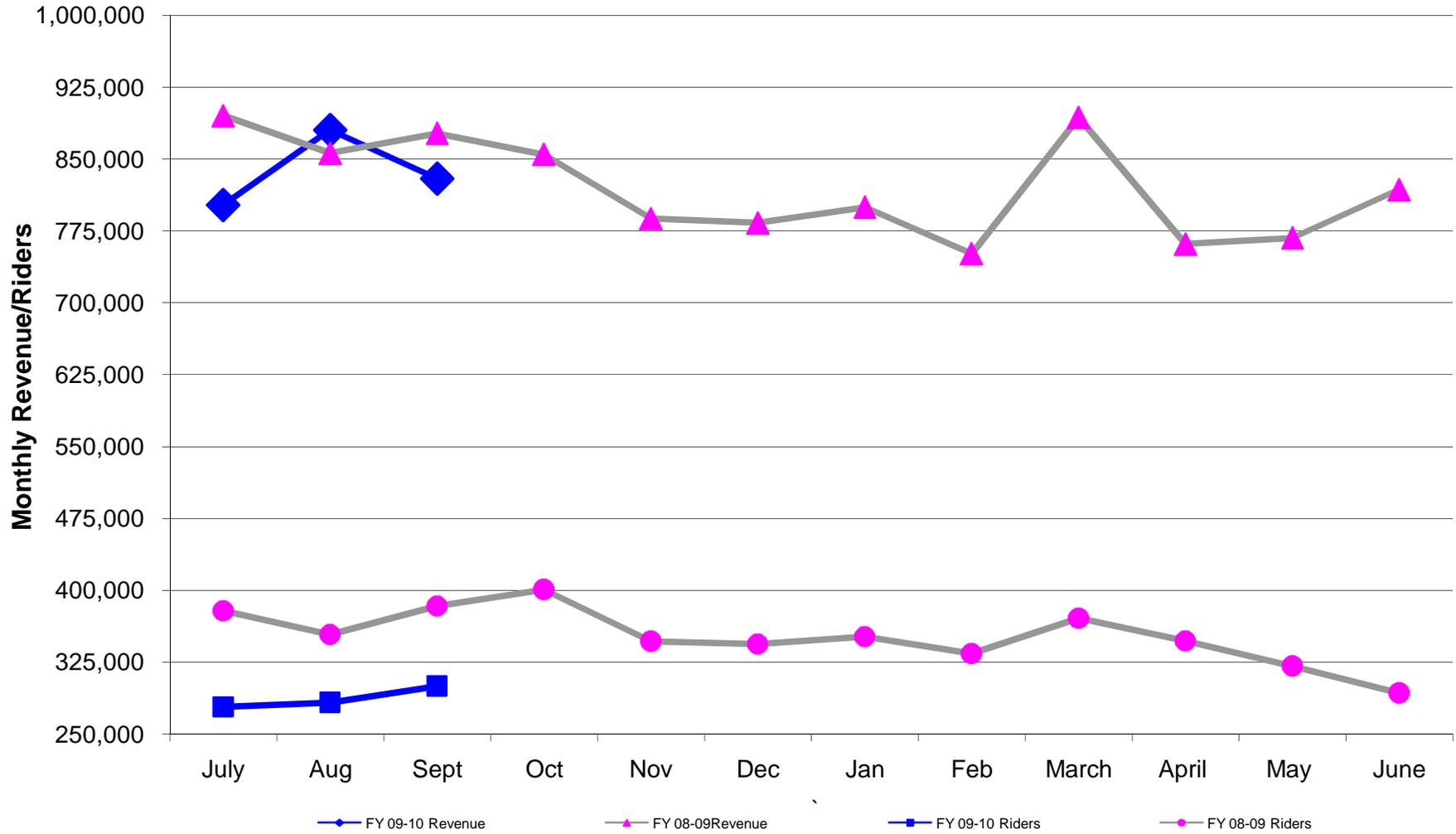
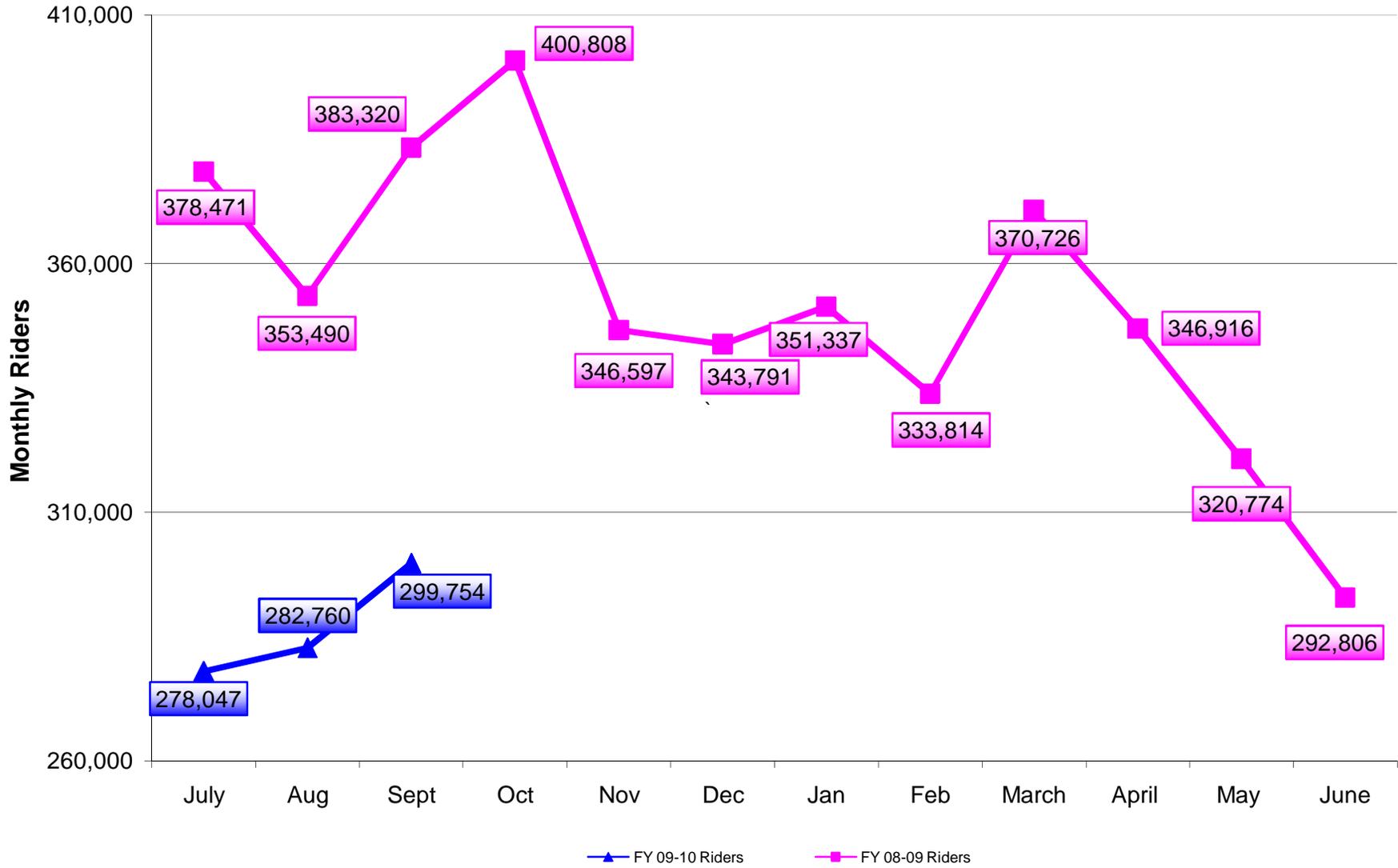
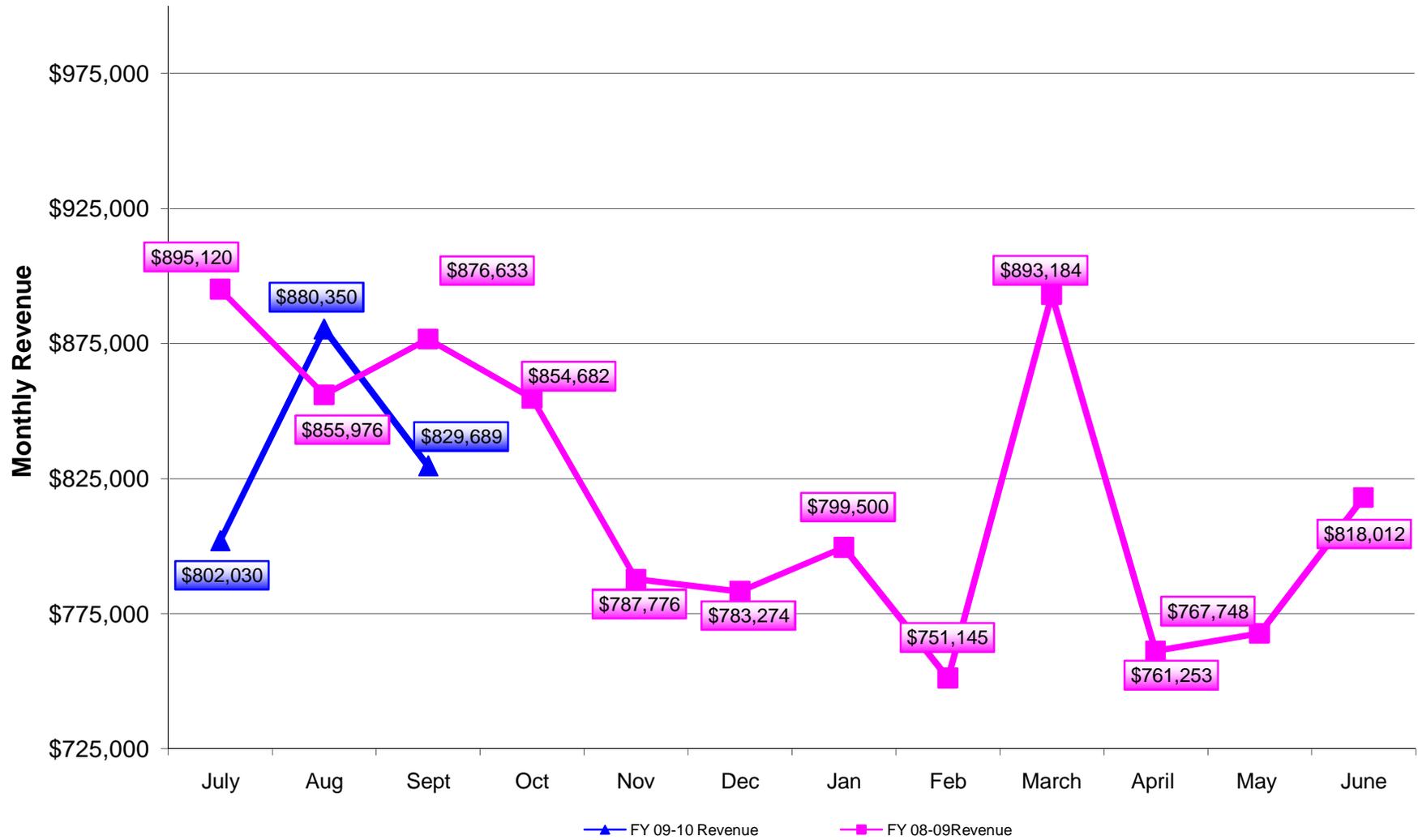


Chart 2 - SFRTA Riders



### Chart 3 - SFRTA Revenue



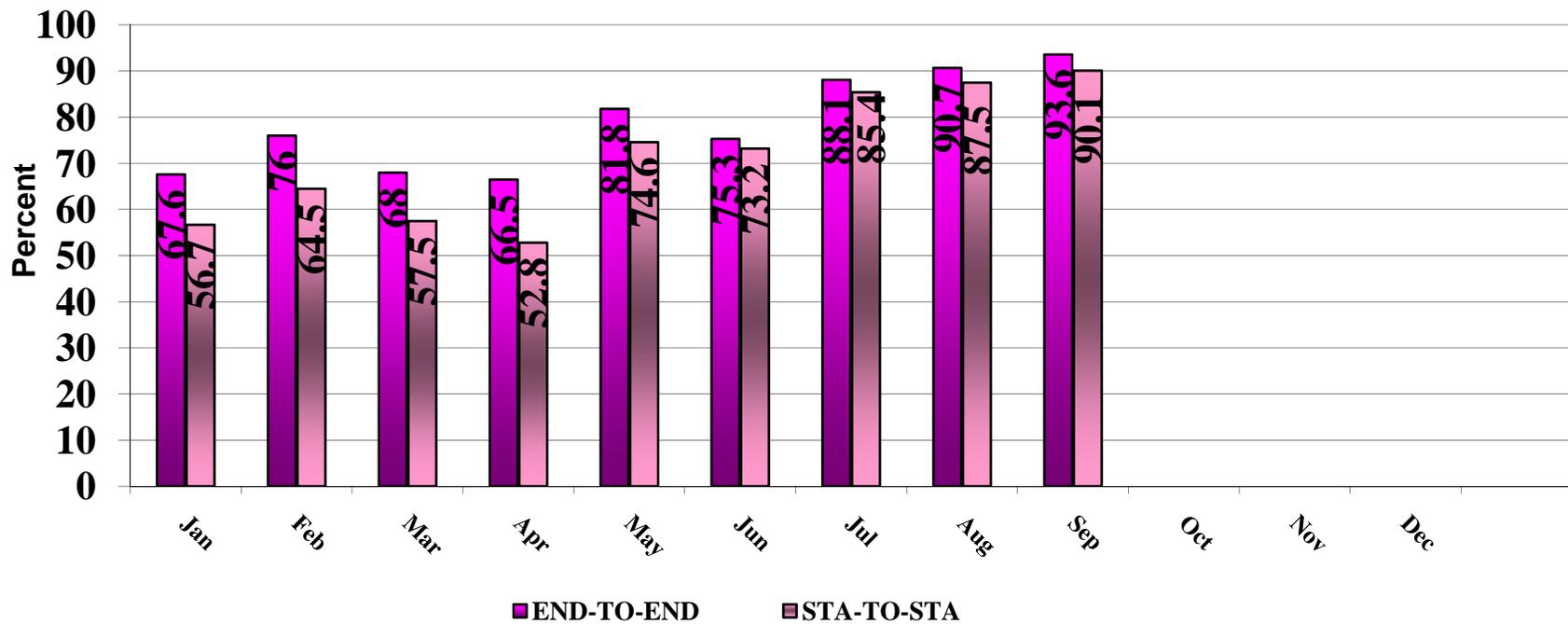


## SEPTEMBER 2009 ON TIME PERFORMANCE - CAUSAL ANALYSIS SUMMARY

OTP End To End			93.6%
OTP Station To Station			90.1%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF <u>TOTAL TRAINS</u>
<b>DELAY CAUSES</b>			
PD/FD Activity	0	0	0.0%
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>CSX AGREEMENT</b>			
CSX FRIEGHT	1	1	0.1%
LOCAL SWITCHER	3	3	0.3%
JAX DISPATCHER	0	0	0.0%
MOW	2	2	0.2%
<b>SUB-TOTAL</b>	<b>6</b>	<b>6</b>	<b>0.5%</b>
<b>OUTSIDE CSX</b>			
COMMUNICATIONS	0	0	0.0%
SIGNALS-COMP.	6	16	1.3%
CSX RULE 100J	0	0	0.0%
<b>SUB-TOTAL</b>	<b>6</b>	<b>16</b>	<b>1.3%</b>
BOMBARDIER MECHANICAL	4	5	0.4%
VEOLIA TRANSPORTATION	0	0	0.0%
AMTRAK	0	0	0.0%
FEC DELAY	3	3	0.3%
WEATHER	0	0	0.0%
ROW FOUL	0	0	0.0%
SFRTA TRANSPORTATION	3	4	0.3%
OTHER	4	6	0.5%
3rd PARTY	4	12	1.0%
DMU MECHANICAL	8	20	1.7%
BRIDGE SIGNAL	0	0	0.0%
NBC MOW	0	0	0.0%
NBC DISPATCHER	0	0	0.0%
NBC OTHER	0	0	0.0%
ADA	4	4	0.3%
EFFICIENCY TESTING	1	1	0.1%
<b>SUB-TOTAL</b>	<b>31</b>	<b>55</b>	<b>4.6%</b>
TRAINS DELAYED		70	5.9%
TERMINATED / ANNULLED		7	0.6%
TRAINS ON TIME		1117	93.6%
<b>TOTAL</b>		<b>1194</b>	<b>100.0%</b>

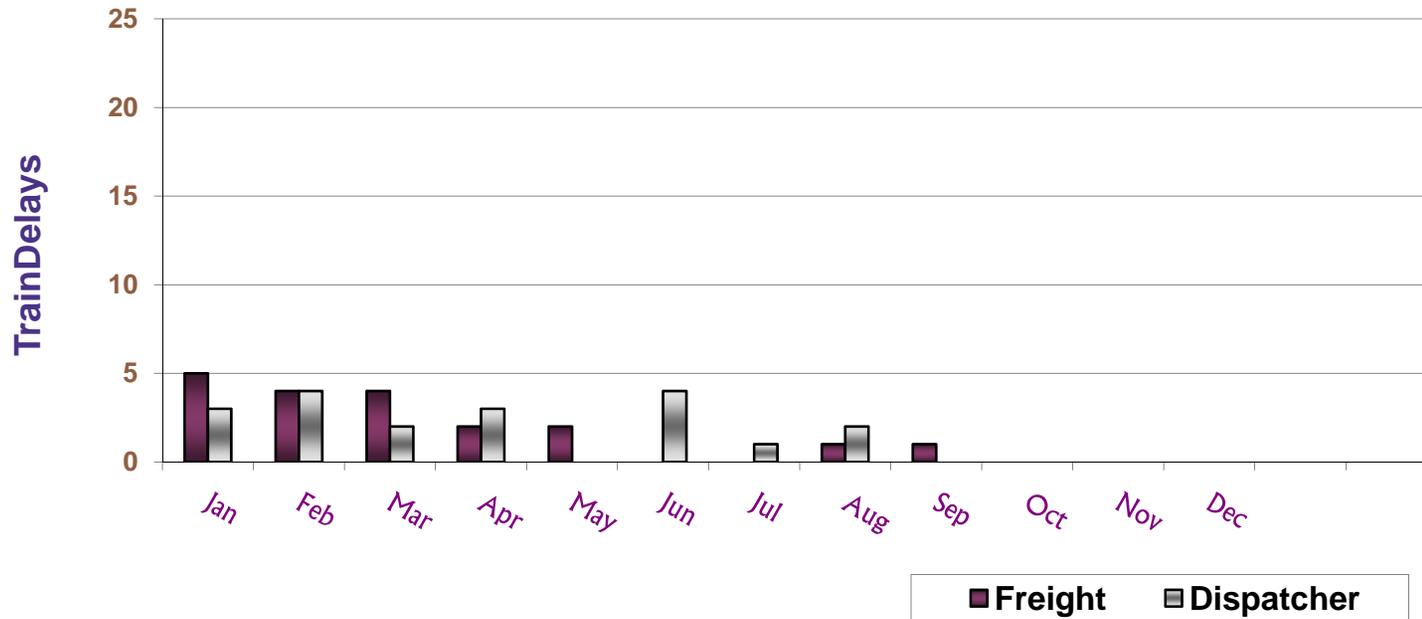


## On-Time Performance Calendar Year 2009



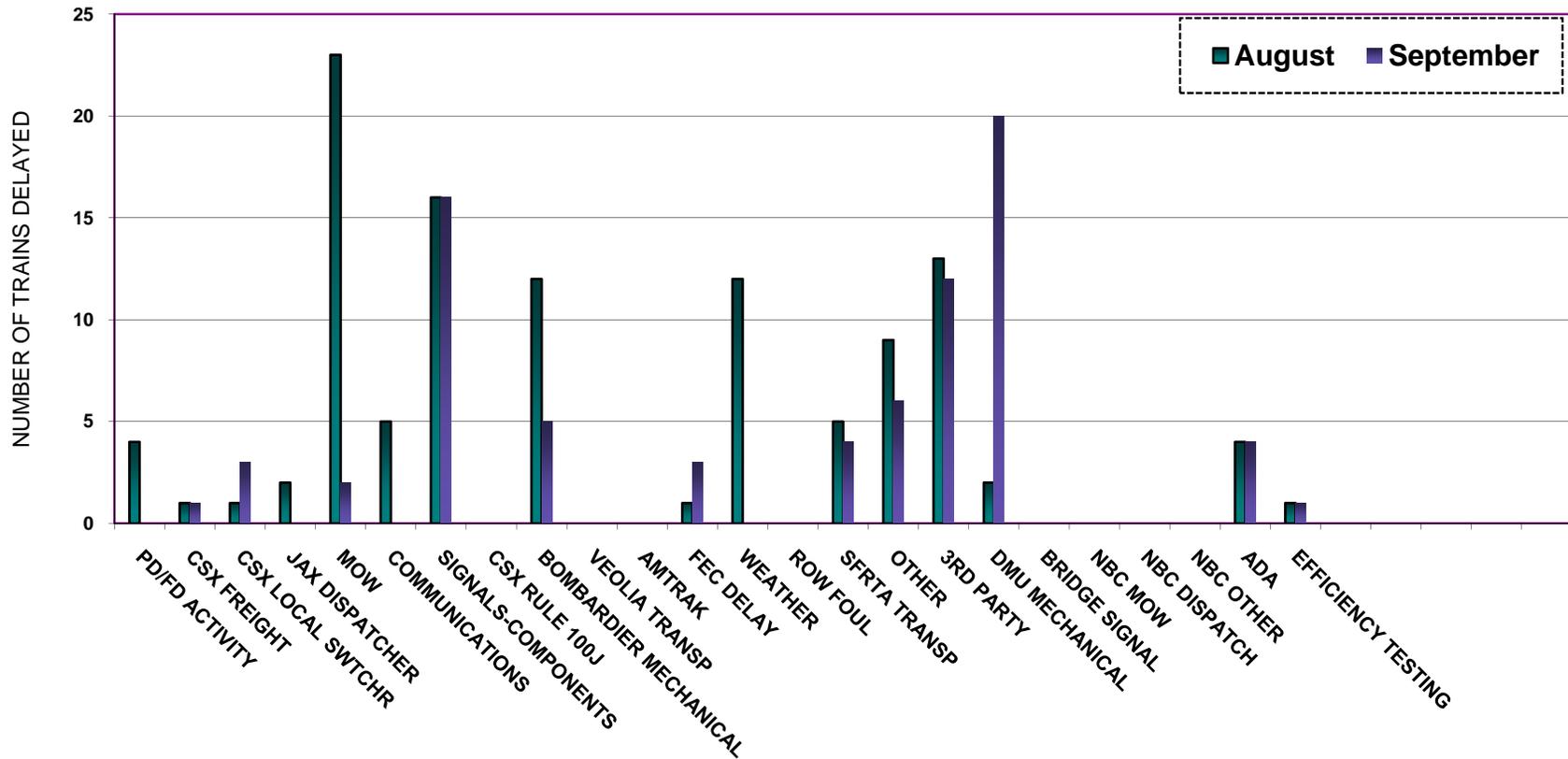


## CSXT JAX Dispatcher & Freight Delays 2009



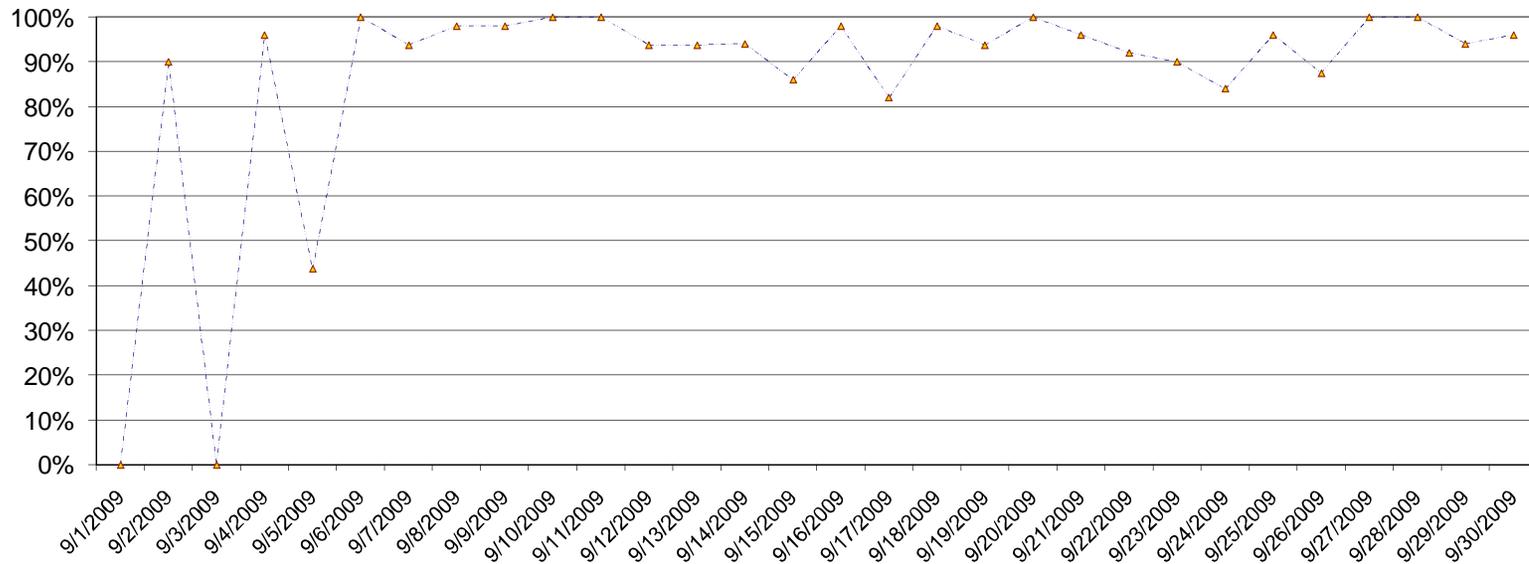


## TRAIN DELAYS 2009

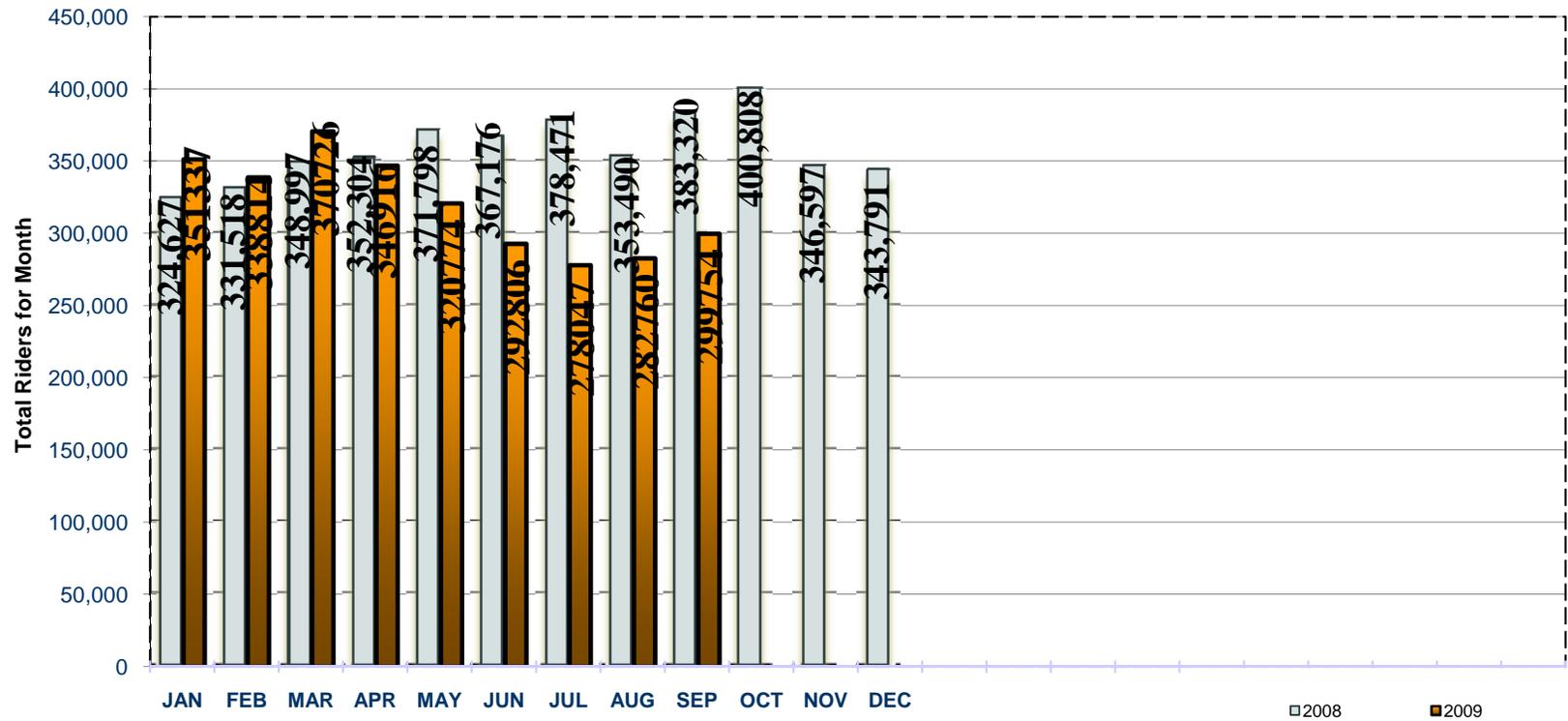




### ON TIME PERFORMANCE END TO END SEPTEMBER - 2009



# SFRTA Tri-Rail Monthly Ridership 2009



## AGENDA ITEM D

### SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR SEPTEMBER 2009 GOVERNING BOARD MEETING

#### EMPLOYER DISCOUNT PROGRAM

The Employer Discount Program added 24 new employers and 159 new employees during the month of September.

- The total number of EDP tickets recorded as sold in September was 3,070 and the total revenue generated was reported as \$173,408.80.

The following companies joined the EDP in September:

Employer	Enrollment Date	City
AAA Gold Coast Moving & Storage, Inc.	09/29/2009	Fort Lauderdale
American Changer & Hoffman Mint	09/03/2009	Fort Lauderdale
Angstrom Graphics	09/23/2009	Hollywood
Black Olive East Nursery / Living Color Garden Center	09/23/2009	Fort Lauderdale
Communication Resource Mgmt. Corporation	09/10/2009	Boynton Beach
Dr. Jacqueline Nelson Mangatal, D.D.S., P.A.	09/03/2009	Plantation
Grafton Furniture Mfg.	09/04/2009	Fort Lauderdale
Harvest Crown	09/25/2009	Delray Beach
ICAP International	09/04/2009	Miami
Interstate Asphalt Corporation	09/02/2009	Fort Lauderdale
JCON Group Corporation	09/15/2009	Miami
Jet Harbor, Inc.	09/03/2009	Fort Lauderdale
Link Staffing Services	09/03/2009	Lake Worth
Mike's Great Bear Auto	09/02/2009	Hollywood
Needle & Ellenberg, P.A.	09/02/2009	Miami
NJL Jewels, Inc.	09/08/2009	Delray Beach
NNR Global Logistics USA, Inc.	09/02/2009	Fort Lauderdale
One Flagler Development	09/23/2009	Miami
Outstanding Floor Group, LLC	09/18/2009	Deerfield Beach
Prime Design South	09/02/2009	Lake Worth
Solo Kompras Corporation	09/22/2009	Miami
The Hollywood Christian Academy	09/01/2009	Hollywood
TLO, LLC	09/02/2009	Boca Raton
Warehouse Goods, Inc.	09/18/2009	Boca Raton

## EDP SALES MISSIONS

Employer	City
AAA Gold Coast Moving & Storage, Inc.	Fort Lauderdale
Abdul Khonat	Fort Lauderdale
Aircraft Services International	Hollywood
Alere Healthcare	Fort Lauderdale
ASIG	Fort Lauderdale
ASMO	Fort Lauderdale
Corrections for Business	Hollywood
Creative Terrazo	Miami
Denmark Art Stone	Miami
Donald Jacobson, Esq.	West Palm Beach
Edlund, Dritenbas & Binkley	Deerfield Beach
Ellis Holmberg	Fort Lauderdale
Fredda Rosenbaum	Aventura
Fruits & Treats	Pompano Beach
Harvest Crown	Delray Beach
La Fogata BBQ	Miami
Lynch Enterprise	Boynton Beach
Med Choice Financial	Deerfield Beach
NNR Global Logistics	Miami
One Flagler Development	Miami
Palm Beach RV	West Palm Beach
Point Capital	Opa-locka
Sunshine Towing	Fort Lauderdale

## **MARKETING DEPARTMENT – SEPTEMBER ACTIVITIES:**

### **EASY CARD MEETINGS**

Regularly scheduled transition meetings continued between the members of the South Florida Regional Transportation Authority (SFRTA) Marketing, Customer Service and Operations Departments and the SFRTA Special Projects Director to discuss the transition involved with the Miami Dade Transit (MDT) new Easy Card system conversion. In addition, Marketing Department members were scheduled to staff the Tri-Rail Metrorail Transfer Station from September 18 – September 24. The purpose was to make sure that SFRTA/Tri-Rail representatives were on-hand to listen to passenger comments and concerns and to report back to the SFRTA Transition Team with this valuable information.

### **“GO GREEN AND SAVE” CAMPAIGN**

The SFRTA launched a comprehensive campaign on September 8 to promote the message that Tri-Rail is the way to save two kinds of green – money and the environment. The campaign included billboards, print advertising, television and radio spots, as well as a web-based contest for the chance to win a free annual transit pass for passage onboard Tri-Rail. The campaign was made possible through the generosity of the Florida Department of Transportation

### **SAFETY AND SECURITY DRILL**

The SFRTA/Tri-Rail staged a safety / security drill in partnership with the Fort Lauderdale Police Department’s Special Weapons and Tactics Unit, just south of Tri-Rail’s Fort Lauderdale Station on September 14. Marketing and Customer Service Department members participated in the drill as media relations personnel and Call Center respondents. Marketing and Customer Service Department members also provided feedback during the drill debriefing the following week. Safety / security drills are held at a minimum of every two years by mandate of the Federal Railroad Administration; the SFRTA/Tri-Rail has actively participated in these drills annually, whenever feasible.

### **TRANSPORTATION DAYS**

SFRTA staff members, along with representatives from South Florida Commuter Services (SFCS) and Palm Tran, teamed up to staff a transportation day at City Place in West Palm Beach. Representatives from the SFRTA and SFCS joined together once again to provide a Lunch and Learn Presentation to tenants of the Hines Corporate Building in Coral Gables and to the employees of the U.S. Immigration Court in Downtown Miami.

### **UNIVERSITY BENEFIT FAIRS**

SFRTA Marketing Department members participated in an Annual State Benefits Fair hosted by Florida Atlantic University at their Boca Raton Campus to promote Tri-Rail and the Employer Discount Program. Department members also participated in Palm Beach Community College’s benefits fairs, held at their Lake Worth and Boca Raton campuses.

## **ONGOING COMMUNITY OUTREACH ACTIVITIES**

- Center for Urban Transportation Research – Weekly Webinar
- Clean Cities Coalition – Monthly Meeting
- Clean Cities Coalition / Education and Outreach Subcommittee - Quarterly Meeting
- South Florida Media Coalition – Monthly Meeting



## **EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT**

**September 2009**

### **Revenue:**

#### **Train Revenue**

For September 2009 year-to-date (YTD) actual revenue is down \$250,719 or 9% when compared to the FY 2009/10 YTD budgeted revenue. This decrease can be attributed to a reduction in ridership over the last year. Actual revenue has also decreased \$115,660 or 4% when compared to the FY 2008/09 YTD actual revenue.

### **Expenses:**

Currently, expenses are \$930,106 or 7% below budget. All expenses are well within budget.

**Train Operations** are currently 4% below budget.

- Train fuel is currently 2% below budget due to the decrease in the price of fuel.
- Security expense is up \$45,000 or 4% when compared to the FY 2008/09 YTD. This can be attributed to increased security service at the stations and on the trains. However, when compared to the FY 2009/10 YTD budget it is 2% below budget.

**Executive Summary Budgeted Income Statement (Contd.)**

**Professional Services** when compared to the FY 2009/10 YTD budget are 30% below budget. This can be attributed to a reduction in professional services.

**General and Administrative** expenses have decreased by \$4,240 or 1% when compared to FY 2008/09 YTD. This can be attributed to our current freeze on out of state employee travel as well as a reduction in certain dues and subscriptions.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BUDGETED INCOME STATEMENT**  
**9/01/09 TO 9/30/09**

REVENUE	SEPTEMBER 2009 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2009-10 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$829,689	\$2,512,069	\$2,762,787	(\$250,718)	\$10,212,434	\$7,700,365
Interest Income / Other Income	9,717	34,836	41,250	(6,414)	165,000	130,164
Advertising Revenue/Other Revenue	-	-	-	-	-	-
<b>TOTAL TRAIN REVENUE</b>	<b>\$839,406</b>	<b>\$2,546,904</b>	<b>\$2,804,037</b>	<b>(\$257,133)</b>	<b>\$10,377,434</b>	<b>\$7,830,530</b>
<b>OPERATING ASSISTANCE</b>						
FDOT Operating JPA	1,112,795	4,647,208	4,733,288	(86,080)	\$12,705,000	8,057,792
FDOT Feeder Service JPA	293,850	638,687	802,867	(164,180)	3,040,767	2,402,080
FDOT Contracted Dispatch Service	382,500	936,047	973,870	(37,823)	2,529,068	1,593,021
FDOT-Marketing Grant	-	-	-	-	250,000	250,000
FDOT-DMU Operations	-	-	-	-	440,000	440,000
FHWA	316,500	767,750	900,000	(132,250)	4,000,000	3,232,250
FTA Assistance	893,941	2,729,608	2,982,247	(252,639)	10,723,847	7,994,239
Counties Contribution	-	-	-	-	4,695,000	4,695,000
Transfer Fund from Capital	-	-	-	-	8,010,000	8,010,000
Other Local Funding	161,719	161,719	161,719	-	261,000	99,281
<b>TOTAL ASSISTANCE</b>	<b>3,161,305</b>	<b>9,881,018</b>	<b>10,553,991</b>	<b>(672,973)</b>	<b>46,654,682</b>	<b>36,773,664</b>
<b>TOTAL REVENUE</b>	<b>\$4,000,711</b>	<b>\$12,427,923</b>	<b>\$13,358,028</b>	<b>(\$930,105)</b>	<b>\$57,032,116</b>	<b>\$44,604,193</b>

EXPENSES	SEPTEMBER 2009 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2009-10 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	2,008,158	6,352,333	6,613,579	261,246	27,867,357	21,515,024
Train and Station Maintenance	1,123,338	3,468,881	3,641,593	172,712	16,253,335	12,784,454
Personnel Expenses	699,989	2,015,284	2,215,313	200,029	9,061,251	7,045,967
Professional Fees	34,688	168,662	241,523	72,861	1,266,090	1,097,428
General & Administrative Expenses	152,945	429,760	517,249	87,488	2,068,995	1,639,235
Marketing Expenses	60,343	169,603	247,522	77,919	990,088	820,485
Reserve	-	-	125,000	125,000	500,000	500,000
Expenses Transferred to Capital	(78,750)	(176,600)	(243,750)	(67,150)	(975,000)	(798,400)
<b>TOTAL EXPENSES</b>	<b>\$4,000,711</b>	<b>\$12,427,923</b>	<b>\$13,358,028</b>	<b>\$930,105</b>	<b>\$57,032,116</b>	<b>\$44,604,193</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ACTUAL VS BUDGET REPORT  
SEPTEMBER 30, 2009**

	September 2009		September 2009		September YTD		September YTD	
	Actual	Budget	Variations	%	Actual	Budget	Variations	%
<b>Revenues:</b>								
Train Revenue	\$ 829,689	\$ 943,021	\$ (113,332)	-12.02%	\$ 2,512,069	\$ 2,762,787	\$ (250,718)	-9.07%
Interest/Dividend Income	9,717	13,750	(4,033)	-29.33%	34,836	41,250	(6,414)	-15.55%
Other Income	-	-	-	-	-	-	-	-
<b>Total Train Revenue</b>	<b>839,406</b>	<b>956,771</b>	<b>(117,365)</b>	<b>-12.27%</b>	<b>2,546,904</b>	<b>2,804,037</b>	<b>(257,133)</b>	<b>-9.17%</b>
<b>Operating Assistance:</b>								
FDOT Operating JPA	1,112,795	1,672,147	(559,352)	-33.45%	4,647,208	4,733,288	(86,080)	-1.82%
FDOT Feeder Service JPA	293,850	400,000	(106,150)	0.00%	638,687	802,867	(164,180)	0.00%
FDOT Contracted Dispatch Service	382,500	415,756	(33,256)	-8.00%	936,047	973,870	(37,823)	-3.88%
FDOT - Marketing Grant	-	-	-	0.00%	-	-	-	0.00%
FDOT - Maintenance of NRB	-	-	-	0.00%	-	-	-	0.00%
FHWA	316,500	335,833	(19,333)	-5.76%	767,750	900,000	(132,250)	-14.69%
FTA Assistance	893,941	974,669	(80,728)	-8.28%	2,729,608	2,982,247	(252,639)	-8.47%
Counties Contribution	-	-	-	0.00%	-	-	-	0.00%
Transfer Fund from Capital	-	-	-	0.00%	-	-	-	0.00%
Other Local Funding	161,719	161,719	-	0.00%	161,719	161,719	-	0.00%
<b>Total Operating Assistance</b>	<b>3,161,305</b>	<b>3,960,124</b>	<b>(798,819)</b>	<b>-20.17%</b>	<b>9,881,018</b>	<b>10,553,991</b>	<b>(672,973)</b>	<b>-6.38%</b>
<b>Total Revenue</b>	<b>\$ 4,000,711</b>	<b>\$ 4,916,895</b>	<b>\$ (916,184)</b>	<b>-18.63%</b>	<b>\$ 12,427,923</b>	<b>\$ 13,358,028</b>	<b>\$ (930,105)</b>	<b>-6.96%</b>



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
ACTUAL VS BUDGET REPORT  
SEPTEMBER 30, 2009**

	September 2009	September 2009	September YTD		September YTD	
	Actual	Budget	Variances	Actual	Budget	Variances
			%			%
<b>General and Administrative Expenses</b>						
Bank & Credits Cards Fees	24,304	28,333	(4,029)	73,242	75,000	(1,758)
Building Maintenance	8,316	15,500	(7,184)	28,716	37,500	(8,784)
Business Travel	15,529	18,902	(3,373)	20,861	22,706	(1,845)
Materials & Supplies	3,263	12,500	(9,237)	17,154	37,500	(20,346)
Membership/Dues/Subscriptions	17,587	18,849	(1,263)	53,029	59,848	(6,818)
Office Rent	56,515	58,750	(2,235)	168,887	172,250	(3,363)
Printing & Advertising	6,341	9,008	(2,667)	7,759	15,025	(7,266)
Seminars and Training	629	3,322	(2,693)	1,444	9,965	(8,521)
Telecommunications	11,604	21,368	(9,765)	43,191	64,105	(20,914)
Vehicle Operations & Maintenance	8,436	8,850	(414)	14,055	20,250	(6,195)
Miscellaneous Personnel Expenses	423	1,033	(611)	1,420	3,100	(1,680)
<b>Total General and Administrative Expenses</b>	<b>152,945</b>	<b>196,416</b>	<b>(43,471)</b>	<b>429,760</b>	<b>517,249</b>	<b>(87,488)</b>
<b>Marketing Expenses</b>						
Advertising	3,307	3,333	(26)	8,212	10,000	(1,788)
Special Programs	450	1,667	(1,217)	11,542	20,000	(8,458)
Customer Service/Information	11,541	13,533	(1,991)	40,925	47,848	(6,923)
Marketing Contract	39,735	41,250	(1,515)	94,111	152,000	(57,889)
Promotional Materials	2,522	3,750	(1,228)	8,956	11,750	(2,794)
Marketing Supplies	2,787	3,975	(1,187)	5,857	5,924	(67)
<b>Total Marketing Expenses</b>	<b>60,343</b>	<b>67,507</b>	<b>(7,164)</b>	<b>169,603</b>	<b>247,522</b>	<b>(77,919)</b>
<b>Reserves and Transfers</b>						
Reserve		41,667	(41,667)	-	125,000	(125,000)
Expenses Transferred to Capital	(78,750)	(81,250)	2,500	(176,600)	(243,750)	67,150
<b>Total Reserves and Transfers</b>	<b>(78,750)</b>	<b>(39,583)</b>	<b>(39,167)</b>	<b>(176,600)</b>	<b>(118,750)</b>	<b>(57,850)</b>
<b>Total Expenses</b>	<b>\$ 4,000,711</b>	<b>\$ 4,916,895</b>	<b>\$ (916,184)</b>	<b>\$ 12,427,923</b>	<b>\$ 13,358,028</b>	<b>\$ (930,105)</b>
			<b>-18.63%</b>			<b>-6.96%</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
 FARE RECOVERY RATIO  
 FISCAL YEAR 2009-2010**

	<u>SEPTEMBER 2009</u>	<u>YEAR TO DATE</u>
<b>TRAIN REVENUE</b>	<b>829,689</b>	<b>2,512,069</b>
<b>TOTAL EXPENSES*</b>	<b>4,000,711</b>	<b>12,427,923</b>
<b>LESS:</b>		
FEEDER SERVICE	354,957	1,117,653
DISPATCH	196,203	604,164
ROW MAINTENANCE	20,628	45,480
PLANNING	66,936	178,013
<b>TOTAL PASS-THROUGH EXPENSES</b>	<b>638,724</b>	<b>1,945,311</b>
<b>TOTAL EXPENSES LESS PASS-THROUGH EXPENSES*</b>	<b>3,361,987</b>	<b>10,482,611</b>
<b>FARE BOX RECOVERY RATIO **</b>	<b>25%</b>	<b>24%</b>

\*Based on estimates (accruals) and actual figures.

\*\*Based on estimates and actual figures. At year - end, the ratio will be a function of actual expenses

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENTS OF NET ASSETS**  
**SEPTEMBER 30, 2009**

**ASSETS**

Current assets:

Cash and cash equivalents	\$	50,273,816
Accounts receivable:		
State grants		8,892,672
Federal Grants		4,455,673
Other		2,782
Prepaid expenses		408
Deposits		14,506
Total current assets		63,639,857

Noncurrent assets:

Capital assets (net of accumulated depreciation)		571,047,335
Total noncurrent assets		571,047,335
Total assets	\$	634,687,192

**LIABILITIES**

Current liabilities:

Accounts payable	\$	2,979,502
Accruals		3,018,788
Compensated absences		328,068
Deferred revenue		125,065
Due to other governmental units		11,505
Total current liabilities		6,462,928

Noncurrent liabilities:

Compensated absences		492,103
Deposits		1,733,387
Advances from FDOT		3,633,437
Total noncurrent liabilities		5,858,927
Total liabilities	\$	12,321,855

**NET ASSETS**

Invested in Capital Assets	\$	570,853,440
Reserved for Encumbrances		12,037,663
Reserved for Capital Projects		26,127,370
Unrestricted		13,346,864
Total net assets		622,365,337
Total liabilities and net assets	\$	634,687,192



## **FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY**

### **INVOICES OVER \$2,500**

During September 2009, the SFRTA Accounts Payable division processed 190 invoices totaling \$2,152,720.67 and disbursed 168 checks, excluding payroll, totaling \$4,937,091.82.

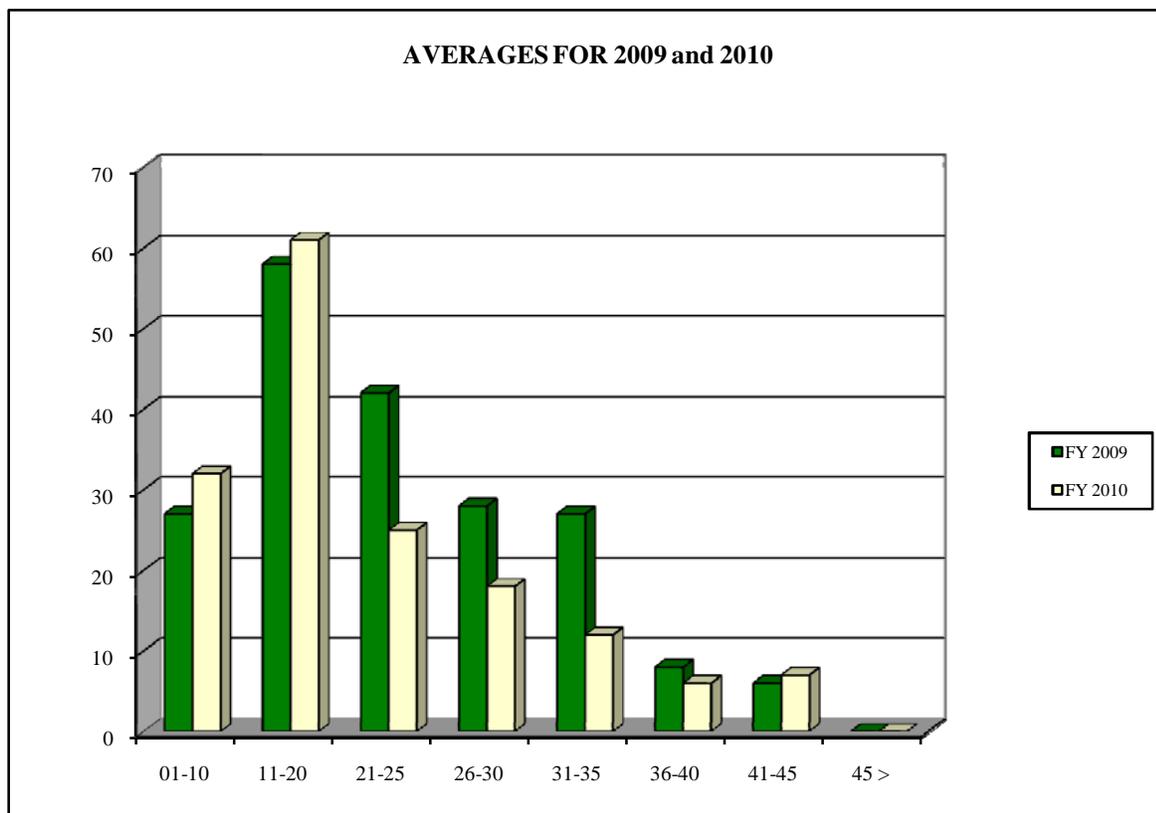
Invoices over \$2,500 represent 37.0% (62 checks) of all invoices processed in the month of September, and represent 99.0% of the value (\$4,879,900.58) of all checks processed in September 2009.

Accounts Payable processed 75.8% (47 checks) of the checks over \$2,500 within the 21-25 days, with 80.6% (50 checks) of the checks over \$2,500 processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
 PAYMENT CYCLE REPORT - SEPTEMBER 2009  
 FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2009 TO JUNE 2010		MONTHLY AVERAGE JULY 2008 TO JUNE 2009	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	19.9%	0 -10 Days	13.8%
11-20 Days	37.9%	11-20 Days	29.6%
21-25 Days	15.5%	21-25 Days	21.4%
26-30 Days	11.2%	26-30 Days	14.3%
31-35 Days	7.5%	31-35 Days	13.8%
36-40 Days	3.7%	36-40 Days	4.1%
41-45 Days	4.3%	41-45 Days	3.1%
Over 45 Days	0.0%	Over 45 Days	0.0%



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**GOVERNING BOARD MEETING: OCTOBER 16, 2009**

**INFORMATION ITEM: PAYMENTS OVER \$2,500**

**SEPTEMBER 1 THRU SEPTEMBER 30, 2009**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
8/27/2009	8/31/2009	9/3/2009	9/9/2009	13	BERGMANN ASSOCIATES INC	NRB Track Inspect -07/11-08/14/09	2,859.73
7/28/2009	8/4/2009	9/3/2009	9/10/2009	44	BITNER GOODMAN INC	Mkrt Public Relations -06/2009	16,220.76
8/13/2009	8/31/2009	9/3/2009	9/10/2009	28	PALMTRAN	PalmTran BCC Feeder Bus -06/09	74,118.50
8/20/2009	8/27/2009	9/3/2009	9/9/2009	20	RAIL TECH CONSULTANTS	PIS Parts and Labor -08/09	5,654.80
8/1/2009	8/1/2009	9/3/2009	9/10/2009	40	TYLER WORKS/EDEN DIVISION	EDEN HR Set-Up Train	4,200.00
8/9/2009	8/9/2009	9/9/2009	9/10/2009	32	MACMILLAN OIL COMPANY	Locomotive Fuel -08/07/2009	213,983.26
9/3/2009	9/4/2009	9/9/2009	9/14/2009	11	BOMBARDIER MASS TRANS	Commuter Rail Fleet Maintenance -08/01-31/09	802,140.71
9/2/2009	9/4/2009	9/9/2009	9/14/2009	12	NATIONAL RAILROAD PASSENGER	Dispatch Svcs -08/09	196,203.00
8/3/2009	9/2/2009	9/9/2009	9/14/2009	42	ACS TRANSPORT SOLUTIONS	ACS (TVM) Software Support - 07/01-31/09 & 08/01-31/09	26,903.60
8/1/2009	9/2/2009	9/9/2009	9/14/2009	44	AON RISK SERVICES INC	Aon Service Fee renewal for Brokerage Service~ 7/1/09-6/30/10	58,000.00
9/2/2009	9/9/2009	9/9/2009	9/14/2009	12	CDW G	Cisco T1 WAN Interface Card DSU~ WIC-IDSU-T1-V2	2,790.23
9/8/2009	9/8/2009	9/9/2009	9/14/2009	6	FLORIDA POWER & LIGHT	Station Utilities	10,437.38
8/28/2009	9/2/2009	9/9/2009	9/14/2009	17	HDR ENGINEERING INC	Commuter Rail Trk & Signal Field Supp Svcs -06/28-08/01/09	23,087.77
9/8/2009	9/8/2009	9/9/2009	9/14/2009	6	SOLID WASTE AUTHORITY	Governmental Assessment FY07/08~ PCN: 06-43-47-07-00-000-3040	7,912.48
8/10/2009	9/4/2009	9/9/2009	9/14/2009	35	VEOLIA TRANSPORTATION	Commuter Rail Opertions -08/01-31/09	728,841.04
9/2/2009	9/4/2009	9/9/2009	9/14/2009	12	WACKENHUT CORPORATION	Wackenhut W/E -08/24-30/09	88,986.33
8/31/2009	8/31/2009	9/15/2009	9/16/2009	16	UNUM LIFE INSURANCE	Long Term Disability	4,266.90
9/8/2009	9/16/2009	9/15/2009	9/21/2009	13	A D 2000 INC	60,000 EASY Card stickers -09/09	4,584.00
9/16/2009	9/16/2009	9/17/2009	9/21/2009	5	AT&T	Reg Summ -09/2009	22,160.49
9/8/2009	9/16/2009	9/17/2009	9/21/2009	13	C2 GROUP LLC	Fed/Leg Consult Svcs -08/09	10,000.00
9/11/2009	9/11/2009	9/17/2009	9/21/2009	10	FLORIDA POWER & LIGHT	Station Utilities	4,038.48
9/2/2009	9/14/2009	9/17/2009	9/21/2009	19	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -06/01-15/09 & 07/01-15/09	224,709.25
8/31/2009	9/15/2009	9/17/2009	9/21/2009	21	MERIDIAN MANAGEMENT COMPANY	Station Maint -08/2009	105,194.06
9/3/2009	9/11/2009	9/17/2009	9/21/2009	18	PALMTRAN	PalmTran Feeder Svcs -08/2009	17,719.00
8/21/2009	9/14/2009	9/17/2009	9/21/2009	31	RESPECT OF FLORIDA	Janitorial services -07/01-31/09 & 08/01-31/09	10,245.54
9/3/2009	9/14/2009	9/17/2009	9/21/2009	18	SUNLURE INC	SFRTA Polo Shirts	2,543.79
9/9/2009	9/15/2009	9/17/2009	9/21/2009	12	WACKENHUT CORPORATION	Wackenhut W/E -08/31-09/06/09	107,134.50
8/21/2009	9/16/2009	9/17/2009	9/21/2009	31	EAGLES BENEFITS BY DESIGN	FLEXIBLE SPENDING EAGLES	19,131.00
8/18/2009	9/17/2009	9/17/2009	9/21/2009	34	IKON OFFICE SOLUTIONS	Copier Maintenance	12,052.80
9/3/2009	9/16/2009	9/23/2009	9/29/2009	26	MACMILLAN OIL COMPANY	Locomotive Fueling	208,281.43
9/6/2009	9/6/2009	9/23/2009	9/23/2009	17	BANK OF AMERICA	Purch Cards -07/09	14,792.28
9/6/2009	9/6/2009	9/23/2009	9/23/2009	17	BANK OF AMERICA	Purch Cards -08/09	10,746.03
8/31/2009	8/31/2009	9/23/2009	9/23/2009	23	SUNTRUST BANKCARD N A	Corp Cards -07/09	5,338.35
8/26/2009	9/14/2009	9/25/2009	10/1/2009	36	A GOLDSTEIN & COMPANY	Mrkt Supp -08/09	2,900.00
9/14/2009	9/23/2009	9/25/2009	9/28/2009	14	ACS TRANSPORT SOLUTIONS	ACS (TVM) Software Support 09-01-30/09	17,848.80
9/18/2009	9/18/2009	9/25/2009	9/28/2009	10	FLORIDA POWER & LIGHT	Station Utilities	11,639.41
9/23/2009	9/23/2009	9/25/2009	9/28/2009	5	PROLOGIS TRUST	Office Rent -10/1/09	55,457.82
9/15/2009	9/23/2009	9/25/2009	9/28/2009	13	SFEC TMA	SFEC TMA -07/09 & 08/09	16,439.72
9/22/2009	9/23/2009	9/25/2009	9/28/2009	6	WACKENHUT CORPORATION	Wackenhut W/E -09/07-09/13/09 & 09/14-09/20/09	171,213.86
9/24/2009	9/29/2009	9/30/2009	9/30/2009	6	BOMBARDIER MASS TRANS	Commuter Rail Fleet Maintenance -07/01-31/09	813,543.06
9/1/2009	9/1/2009	9/30/2009	9/30/2009	29	SUNTRUST BANKCARD N A	Corp Cards -06/09	8,027.21
				<b>41</b>	<b>TOTAL OPERATING EXPENDITURES</b>		<b>\$ 4,142,347.37</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**GOVERNING BOARD MEETING: OCTOBER 16, 2009**

**INFORMATION ITEM: PAYMENTS OVER \$2,500**

**SEPTEMBER 1 THRU SEPTEMBER 30, 2009**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>CAPITAL EXPENDITURES</b>							
8/27/2009	8/31/2009	9/3/2009	9/9/2009	7	BERGMANN ASSOCIATES INC	WPB Parking Lot - 07/11-08/14/09	10,938.29
7/31/2009	9/1/2009	9/3/2009	9/10/2009	34	CALUMET PHOTOGRAPHIC	Parts & Supplies	3,982.00
8/1/2009	9/1/2009	9/3/2009	9/9/2009	33	FINFROCK CONSTRUCTION	Parking Garage Construction	287,905.50
8/21/2009	9/1/2009	9/3/2009	9/10/2009	13	KIMLEY HORN AND ASSOCIATES	Professional services to provide oversight to SFRTA's Americans with Disabilities -09/10	6,670.70
8/13/2009	9/1/2009	9/3/2009	9/9/2009	21	PB AMERICAS INC	PB Americas, Inc. to assist SFRTA in performing general planning tasks	11,952.74
8/10/2009	8/14/2009	9/3/2009	9/10/2009	24	RAILTECH CONSULTANTS	Reverse Eng. 5 New MITs to be compatible with hold old units.	11,235.00
8/17/2009	9/1/2009	9/3/2009	9/9/2009	17	S FL REGIONAL PLANNING COUNCIL	Interlocal Agreement between SFRTA and SFRPC for Services Relating to Transit Dev Outreach	30,000.00
8/27/2009	8/31/2009	9/9/2009	9/14/2009	13	BERGMANN ASSOCIATES INC	Agreement No. 04-847 (A) WO No. 5 Rolling Stock Procurement Support Project Management	15,556.47
8/24/2009	8/31/2009	9/9/2009	9/14/2009	16	GTSI	New River Bridge Implement Event - Equipment and Material -08/09	29,024.68
8/27/2009	9/2/2009	9/9/2009	9/14/2009	13	MERIDIAN MANAGEMENT COMPANY	Install 32 emergency light packs on the west platform at Hollywood station.	11,124.74
8/25/2009	9/8/2009	9/9/2009	9/14/2009	15	COUNCIL TREASURE COAST PLANNING	Planning, Facilitation & Research Services for Transit Oriented	20,000.00
9/3/2009	9/9/2009	9/10/2009	9/14/2009	7	CDWG	Cisco 1841 Router CISCO1841-T1	2,978.00
8/24/2009	9/1/2009	9/16/2009	9/21/2009	23	CSX TRANSPORTATION	CSX CC LIMITED WEB BROWSER FOR TRI-RAIL DISPATCHERS.	2,661.48
9/11/2009	9/16/2009	9/16/2009	9/21/2009	5	S FL REGIONAL PLANNING COUNCIL	Interlocal Agreement between SFRTA and SFRPC for Services Relating to Development Outreach	48,333.33
9/10/2009	9/23/2009	9/25/2009	10/1/2009	15	BOOZ ALLEN & HAMILTON	UAFC System	37,135.88
9/4/2009	9/17/2009	9/25/2009	10/1/2009	21	CARTER AND BURGESS INC	Professional services	40,087.87
8/31/2009	9/4/2009	9/25/2009	10/1/2009	25	HDR ENGINEERING INC	Temporary parking lot in WPB	5,520.02
9/14/2009	9/17/2009	9/25/2009	10/1/2009	11	LTK ENGINEERING SERVICES	Rotem rail cars acquisition	14,416.82
9/17/2009	9/17/2009	9/25/2009	10/1/2009	8	RANGER CONSTRUCTION	Pompano Beach Park and Ride	90,993.65
9/11/2009	9/23/2009	9/25/2009	10/1/2009	14	PB AMERICAS INC	PB Americas, Inc. to assist SFRTA in performing general planning tasks	16,095.04
9/10/2009	9/29/2009	9/30/2009	9/30/2009	20	BOMBARDIER MASS TRANS	Replace turbo charger on loco 803	40,941.00
				<b>21</b>	<b>TOTAL CAPITAL EXPENDITURES</b>		<b>\$ 737,553.21</b>
	<b>Item Total</b>			<b>62</b>	<b>TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES</b>		<b>\$ 4,879,900.58</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: OCTOBER 16, 2009  
INFORMATION ITEM:  
SUMMARY OF PAYMENTS OVER \$2,500  
SEPTEMBER 1, 2009 TO SEPTEMBER 30, 2009**

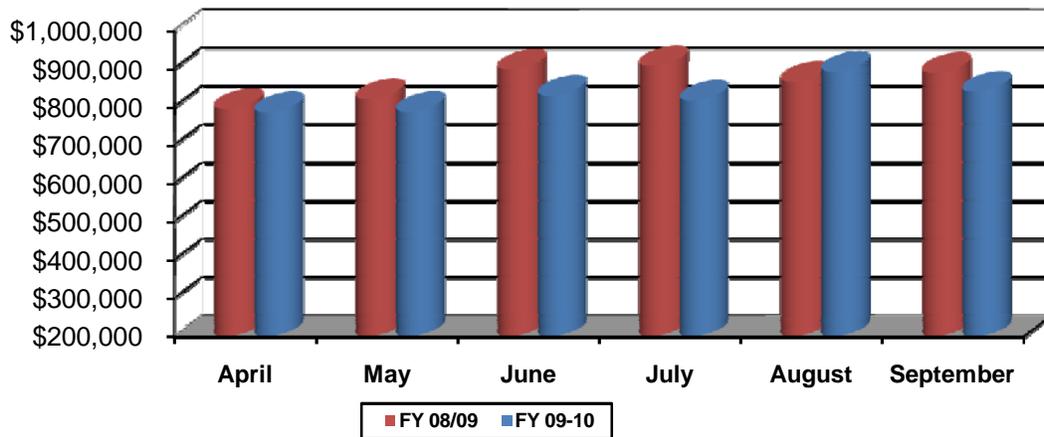
<b>INVOICE CYCLE</b>	<b>NO. CHECKS</b>	<b>PERCENT OF TOTAL</b>	<b>ACCUM %</b>
<b>0-10 days</b>	<b>12</b>	<b>19.4%</b>	<b>19.4%</b>
<b>11-20 days</b>	<b>28</b>	<b>45.2%</b>	<b>64.5%</b>
<b>21-25 days</b>	<b>7</b>	<b>11.3%</b>	<b>75.8%</b>
<b>26-30 days</b>	<b>3</b>	<b>4.8%</b>	<b>80.6%</b>
<b>31-35 days</b>	<b>7</b>	<b>11.3%</b>	<b>91.9%</b>
<b>36-40 days</b>	<b>2</b>	<b>3.2%</b>	<b>95.2%</b>
<b>41-45 days</b>	<b>3</b>	<b>4.8%</b>	<b>100.0%</b>
<b>Over 45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>TOTAL CHECKS</b>	<b>62</b>	<b>100.0%</b>	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- SEPTEMBER 2009**

**REVENUE - SEPTEMBER 2009**

DESCRIPTION	Sep-08	Sep-09	VARIANCE	%
Weekday Sales	757,698	720,716	(36,982)	-4.9%
Weekend Sales	118,935	108,973	(9,962)	-8.4%
Other Income	11,651	9,717	(1,934)	-16.6%
<b>Total Revenue</b>	<b>888,284</b>	<b>839,406</b>	<b>(48,878)</b>	<b>-5.5%</b>

**Revenue Monthly Trends  
FY 08/09 and FY 09/10**

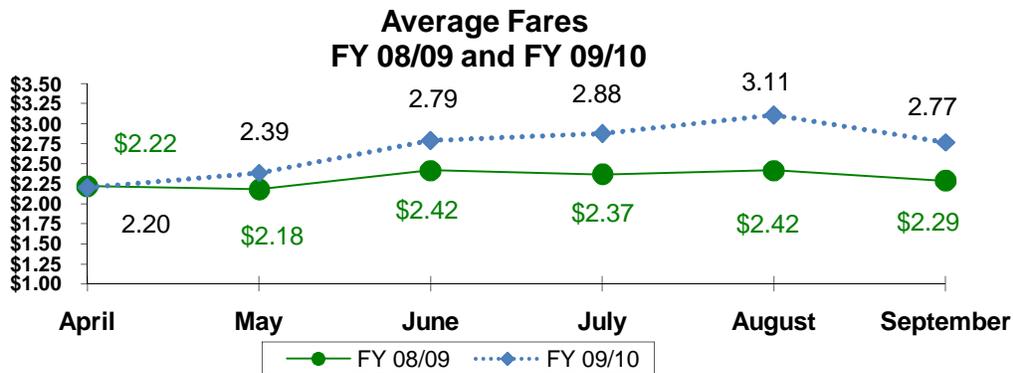


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- SEPTEMBER 2009**

SALES BY TICKET TYPE	SEPTEMBER 2008	SEPTEMBER 2009	PERCENT CHANGE <sup>(1)</sup>
Palm Beach Schools	32,360	35,000	8%
Employer Disc. Program	200,207	173,409	-13%
Group Tour Sales	-	-	0.0%
<b>Station Sales:</b>			
One-Way	238,657	251,803	5.5%
Roundtrip	134,416	143,239	6.6%
12 Trips	34,050	25,125	-26.2%
Monthly	85,540	54,450	-36.3%
One-Way Discount	48,361	57,316	18.5%
Roundtrip Discount	45,011	40,247	-10.6%
Monthly Discount	58,033	49,100	-15.4%
<b>Total Station Sales</b>	<b>644,067</b>	<b>621,280</b>	
<b>Total Sales</b>	<b>876,633</b>	<b>829,689</b>	<b>-5.4%</b>

(1) Percent increase or decrease from previous year

**AVERAGE FARE**                      2.29                      2.77



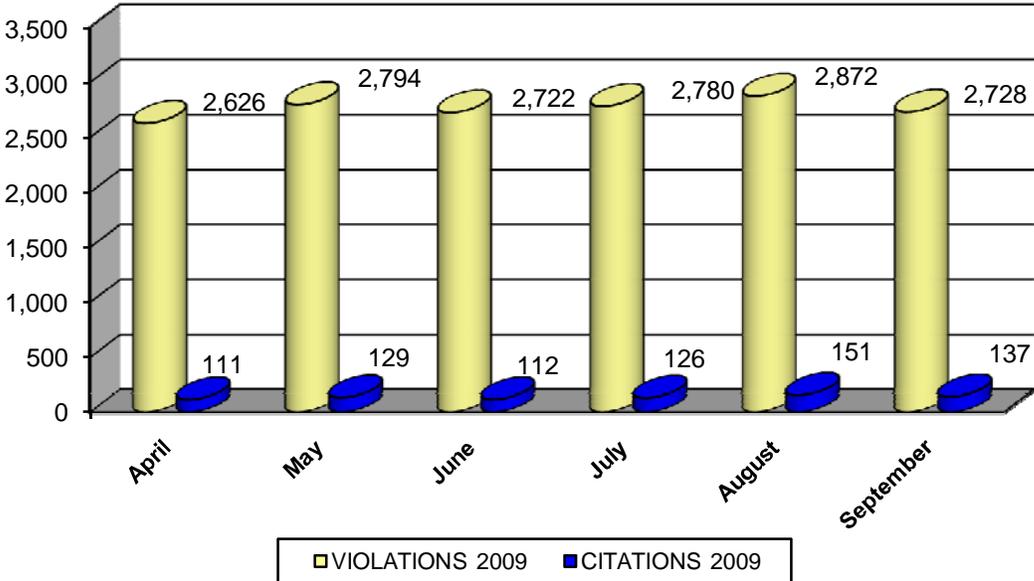
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FARE EVASION REPORT  
APRIL 2009 THROUGH SEPTEMBER 2009**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
APRIL 2009	383,624	2,626	111	2,513	111%
MAY 2009	383,817	2,794	129	2,658	120%
JUNE 2009	342,385	2,722	112	2,601	117%
JULY 2009	329,393	2,780	126	2,646	118%
AUGUST 2009	345,823	2,872	151	2,716	122%
SEPTEMBER 2009	363,056	2,728	137	2,586	121%
AVERAGE	358,016	2,754	128	2,620	118%

**FARE EVASION %**                      **0.75%**

**FINES**    \$    **1,699**

**Fare Violations / Citations  
2009**





## Solicitation Status Report September 2009

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
09-004	SS	Negotiation with Cubic Transportation Systems, INC. for Universal Automated Fare Collection System.  Contract Admin.: B. Guida Proj. Mgr.: Renee Matthews	**N/A	N/A	N/A	N/A	TBD
09-008	RFP	General Counsel Legal Services  Contract Admin.: R. Becker Proj. Mgr.: Diane Hernandez-DelCalvo	5/8/2009	5/8/2009	5/14/2009	6/5/2009	TBD
09-007	LOI	General Planning Consultant Services  Contract Admin.: R. Becker Proj. Mgr.: Suzie Papillon	6/26/2009	6/29/2009	7/15/2009	7/31/2009	10/16/2009
09-007	ITB	Golden Glades Station Stucco Repair  Contract Admin.: B. Kohlberg Proj. Mgr.: Mike Lulo	8/14/2009	8/17/2009	8/25/2009	9/9/2009	10/16/2009

The cone of silence is in effect for the above solicitations from the advertised date thru contract award.

\*\* Cone of silence effective October 16th, 2008 .



**Contract Actions Executed  
Under The Executive Director's Authority  
For The Month of September 2009**

**AGENDA ITEM NO: I**

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
<b>Contractor</b> Project  Justification	<p align="center"><b>10-000133</b></p> <b>CONTINENTAL PLASTIC CARD, INC</b> <b>EMPLOYER DISCOUNT PROGRAM ID CARDS</b>  2009/2010 Employer Discount Program ID cards	Purchase Order	21,875.00	N/A
<b>Contractor</b> Project  Justification	<p align="center"><b>10-000162</b></p> <b>CDW G</b> <b>UNIVERSAL POWER SUPPLY FOR PIS AT SELECTED STATIONS</b>  Power back up for PIS systems at selected stations	Purchase Order	11,207.00	N/A
<b>Contractor</b> Project  Justification	<p align="center"><b>10-000165</b></p> <b>GRAINGER</b> <b>PARTS AND SUPPLIES FOR SFRTA's DMU cars</b>  Blanket Purchase Agreement for parts and supplies for SFRTA's DMU cars	Purchase Order	25,000.00	N/A



**Contract Actions Executed  
Under The  
Construction Oversight Committee's Authority  
For The Month of September 2009**

**AGENDA ITEM: J**

Date Signed	Contract No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee for the Month of September, 2009.	N/A	N/A	N/A





**SOUTH FLORIDA  
REGIONAL  
TRANSPORTATION  
AUTHORITY**

***MONTHLY CRIME ANALYSIS SUMMARY  
AND FARE EVASION REPORT***

***SEPTEMBER 2009***

***PRESENTED BY***

***G+S*** Wackenhut

TIM CATES  
PROJECT MANAGER

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY  
MONTHLY CRIME ANALYSIS SUMMARY**

**SEPTEMBER 2009**

During the month of SEPTEMBER 2009, 3069 incidents were reported to, or by Wackenhut Custom Protection Officers®, of these, one (1) Train Vs. Vehicle, two (2) Battery on Transit Agent, one (1) Fire, two (2) Slip and Falls, and one (1) Theft. A total of nine (9) arrests were made during this month.

**MAJOR INCIDENTS:**

**Train Vs Vehicle-no injuries**

Case # 09-09-116

Occurred on 09/01/09, Tuesday, at 2020 hours. The P647 struck a vehicle that was stopped on the tracks at the Yamato Road crossing (MM 992.1). No reported injuries. Boca Police Department Case # 09-012150.

**Theft –Purse (on board P624)**

Case # 09-09-2296

Occurred on 09/23/09, Wednesday, at 1353 hours. While sitting on the train (P624) with her eyes closed, the victim, approached by the subject, grabbed her purse and ran from the train. Boynton Beach Police Department Case # 09-48269.

**Battery on a Transit Agent**

C.P.O. –no injuries

Case # 09-09-2455

Occurred on 09/24/09, Thursday, at 2152 hours. The subject become verbally abusive, grabbed the C.P.O. two fingers, and twisted them in an attempt to retrieve the subjects EDP card from the C.P.O. Hollywood Police Department Case # 150441. No arrests, the C.P.O. did not wish to prosecute.

**WEST PALM BEACH STATION**

**Trespass after Warning**

**Arrest**

Case # 09-09-033

Occurred on 09/01/09, Tuesday, at 1100 hours. The subject was found loitering at the station. The subject had previously been issued a Trespass Warning. West Palm Beach Police Department Case number is unknown.

**Active Warrants**

**Arrest**

Case # 09-09-591

Occurred on 09/06/09, Sunday, at 1828 hours. The subject was found being disorderly at the station. The subject was detained for West Palm Beach Police Department. Records check revealed four active warrants. West Palm Beach Police Department Case # 09-16363.

**FT LAUDERDALE STATION**

**Battery on a Transit Agent**

**Arrest**

C.P.O. –Minor Injuries

Case # 09-09-267

Occurred on 09/02/09, Wednesday, at 2151 hours. The on duty station C.P.O. observed the subject stealing objects from the station vending machine. Upon being detained by the station C.P.O., the subject attempted to flee from the scene by charging into the C.P.O. with his shoulder striking the C.P.O. in the chest. The C.P.O. received minor injuries. Ft. Lauderdale Police Department Case # 09-96971.

**LAKE WORTH STATION**

**Trespass After Warning**

**Arrest**

Case # 09-09-696

Occurred on 09/08/09, Tuesday. The subject was found on the platform again after receiving a Trespass Warning. Palm Beach Sheriff's Office Case # 09-127892.

## **OUTSTANDING JOB PERFORMANCES**

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SEPTEMBER 2, 2009, C.P.O. Smith, while at the Golden Glades Station, discovered items on a bench that included narcotics. The local police department was contacted, arrived on scene, and took possession of the items.

SEPTEMBER 5, 2009, C.P.O. Rentfro, while at the Ft. Lauderdale Station, assisted a passenger who was blind in purchasing and ticket and boarding the train. C.P.O. Rentfro then contacted another C.P.O. to help the woman on the train and off at the next location.

SEPTEMBER 6, 2009, C.P.O. Lansperry discovered an unescorted female and her young son waiting for ride at the Mangonia Park Station. C.P.O. Lansperry stayed with the passengers until they left the station safely.

SEPTEMBER 9, 2009, C.P.O. Damore, while at the West Palm Beach Station, discovered a vehicle that was unsecured with luggage in the car. Local police did not produce a stolen vehicle so the owner may or may not know it was stolen.

SEPTEMBER 8, 2009, C.P.O. Majauskas, while at the Metrorail Station, discovered a vehicle that had not been moved for over 2 weeks. The C.P.O. contacted the local police whose investigation discovered it was taken in a carjacking. Local police department had the vehicle towed.

SEPTEMBER 16, 2009, C.P.O. Dale discovered a lunch box that was left unattended with a cell phone inside. C.P.O. Dale contacted the owner's mother who expressed her appreciation for C.P.O. Dale being so professional and providing outstanding customer service by making sure the lunch box and personal items were returned to her child as soon as possible.

SEPTEMBER 21, 2009, A G4S VIP visited the Tri-Rail Project and was "blown away" by the appearance, demeanor, intelligence, and professionalism of the officers working on the SFRTA project.

SEPTEMBER 22, 2009, C.P.O. Johnson, while at the Deerfield Beach Station, notified the local police department in reference to a vehicle that was abandoned at the station for several days. Upon investigation, it was discovered it was a stolen vehicle and the local police department towed the vehicle from the location.

# THE WACKENHUT CORPORATION

## Weekly/Monthly Fare Inspection Report

Month: September 2009

Week	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
09/01/09-09/06/09	56,902	70,763	528	25	503	0	124%	0.75%	5%	95%	0%
09/07/09-09/13/09	61,410	73,908	592	30	562	0	120%	0.80%	5%	95%	0%
09/14/09-09/20/09	71,676	83,975	630	31	599	0	117%	0.75%	5%	95%	0%
09/21/09-09/27/09	72,271	88,193	619	30	586	3	122%	0.70%	5%	95%	0%
09/28/09-09/30/09	37,495	46,217	359	21	336	2	123%	0.78%	6%	94%	1%
<b>Totals</b>	<b>299,754</b>	<b>363,056</b>	<b>2,728</b>	<b>137</b>	<b>2,586</b>	<b>5</b>	<b>121%</b>	<b>0.75%</b>	<b>5%</b>	<b>95%</b>	<b>0%</b>

# THE WACKENHUT CORPORATION

## MONTHLY FARE EVASION REPORT

MONTH: September 2009

Date	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
9/1/2009	12,272	15,757	118	8	110	0	128%	0.7%	7%	93%	0%
9/2/2009	12,483	14,487	115	4	111	0	116%	0.8%	3%	97%	0%
9/3/2009	12,367	14,928	87	3	84	0	121%	0.6%	3%	97%	0%
9/4/2009	12,375	16,772	109	3	106	0	136%	0.6%	3%	97%	0%
9/5/2009	3,827	4,632	43	1	42	0	121%	0.9%	2%	98%	0%
9/6/2009	3,578	4,187	56	6	50	0	117%	1.3%	11%	89%	0%
9/7/2009	3,911	5,254	46	0	46	0	134%	0.9%	0%	100%	0%
9/8/2009	12,251	15,727	126	5	121	0	128%	0.8%	4%	96%	0%
9/9/2009	12,745	14,472	116	4	112	0	114%	0.80%	3%	97%	0%
9/10/2009	12,463	14,801	103	10	93	0	119%	0.70%	10%	90%	0%
9/11/2009	12,231	15,094	111	7	104	0	123%	0.74%	6%	94%	0%
9/12/2009	4,266	4,132	35	0	35	0	97%	0.85%	0%	100%	0%
9/13/2009	3,543	4,428	55	4	51	0	125%	1.24%	7%	93%	0%
9/14/2009	12,570	15,278	112	6	106	0	122%	0.73%	5%	95%	0%
9/15/2009	12,826	14,947	113	3	110	0	117%	0.76%	3%	97%	0%
9/16/2009	12,622	14,283	98	7	91	0	113%	0.69%	7%	93%	0%
9/17/2009	12,335	14,242	88	1	87	0	115%	0.62%	1%	99%	0%
9/18/2009	12,907	16,056	117	9	108	0	124%	0.73%	8%	92%	0%
9/19/2009	4,279	4,882	45	3	42	0	114%	0.92%	7%	93%	0%
9/20/2009	4,137	4,287	57	2	55	0	104%	1.33%	4%	96%	0%
9/21/2009	12,687	15,564	119	3	115	1	123%	0.76%	3%	97%	1%
9/22/2009	12,991	16,624	97	8	89	0	128%	0.58%	8%	92%	0%
9/23/2009	12,888	14,559	104	5	97	2	113%	0.71%	5%	93%	2%
9/24/2009	12,405	15,566	109	4	105	0	125%	0.70%	4%	96%	0%
9/25/2009	13,188	16,736	111	5	106	0	127%	0.66%	5%	95%	0%
9/26/2009	4,449	4,696	34	2	32	0	106%	0.72%	6%	94%	0%
9/27/2009	3,663	4,448	45	3	42	0	121%	1.01%	7%	93%	0%
9/28/2009	11,030	14,191	117	4	113	0	129%	0.82%	3%	97%	0%
9/29/2009	13,113	16,523	119	8	110	1	126%	0.72%	7%	92%	1%
9/30/2009	13,352	15,503	123	9	113	1	116%	0.79%	7%	92%	1%
	<b>299,754</b>	<b>363,056</b>	<b>2,728</b>	<b>137</b>	<b>2586</b>	<b>5</b>	<b>121%</b>	<b>0.75%</b>	<b>5%</b>	<b>95%</b>	<b>0%</b>



# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
April-98	284,380	170,853	541	495	27	19	60%	0.32%	91%	5%	4%
May-98	180,788	118,150	395	350	28	18	65%	0.33%	89%	7%	5%
June-98	167,931	119,333	605	538	39	28	71%	0.51%	89%	6%	5%
July-98	164,028	114,160	753	675	56	22	70%	0.66%	90%	7%	3%
August-98	175,944	126,223	643	598	29	16	72%	0.51%	93%	5%	2%
September-98	169,522	118,346	442	419	17	6	70%	0.37%	95%	4%	1%
October-98	194,241	137,885	636	613	13	10	71%	0.46%	96%	2%	2%
November-98	172,782	123,556	564	540	11	13	72%	0.46%	96%	2%	2%
December-98	177,662	129,428	533	517	6	10	73%	0.41%	97%	1%	2%
January-99	182,432	140,296	531	509	10	12	77%	0.38%	96%	2%	2%
February-99	184,533	137,924	531	518	8	5	75%	0.38%	98%	2%	1%
March-99	206,134	161,833	710	696	6	8	79%	0.44%	98%	1%	1%
April-99	195,182	146,649	565	555	9	1	75%	0.39%	98%	2%	0%
May-99	185,160	138,211	608	594	8	6	75%	0.44%	98%	1%	1%
June-99	165,130	126,263	533	511	21	1	76%	0.42%	96%	4%	0%
July-99	157,020	124,754	470	373	93	4	79%	0.38%	79%	20%	1%
August-99	183,578	140,002	475	447	23	5	76%	0.34%	94%	5%	1%
September-99	170,632	138,267	407	397	6	4	81%	0.29%	98%	1%	1%
October-99	181,774	155,633	508	484	20	4	86%	0.33%	95%	4%	1%
November-99	186,616	147,986	560	549	7	4	79%	0.38%	98%	1%	1%
December-99	182,591	145,524	563	547	11	5	80%	0.39%	97%	2%	1%
January-00	187,154	144,403	529	520	5	4	77%	0.37%	98%	1%	1%
February-00	198,944	158,269	582	573	5	4	80%	0.37%	98%	1%	1%
March-00	210,339	166,800	519	507	9	3	79%	0.31%	98%	2%	1%
April-00	193,414	170,365	509	500	5	4	88%	0.30%	98%	1%	1%
May-00	207,042	180,112	587	572	9	6	87%	0.33%	97%	2%	1%
June-00	173,063	141,554	680	670	7	3	82%	0.48%	99%	1%	0%
July-00	171,438	131,316	622	613	4	5	77%	0.47%	99%	1%	1%
August-00	204,722	153,674	512	497	9	6	75%	0.33%	97%	2%	1%
September-00	207,322	144,675	491	470	11	10	70%	0.34%	96%	2%	2%
*October-00	227,112	156,845	651	216	425	10	69%	0.42%	33%	65%	0%
November-00	219,669	157,151	670	221	437	12	72%	0.43%	33%	65%	2%
December-00	198,383	153,327	626	235	383	8	77%	0.41%	38%	61%	0%
<b>Totals</b>	<b>6,266,662</b>	<b>4,719,767</b>	<b>18,551</b>	<b>16,519</b>	<b>1757</b>	<b>276</b>	<b>75%</b>	<b>0.39%</b>	<b>89%</b>	<b>9%</b>	<b>1%</b>

Note: Hurricane George Warning on Wednesday, 9/23/98.  
 Per Tri-Rail ticket checks/citations were stopped at 1200 hrs on 9/23/98.  
 Holiday: 11/26/98, 12/25/98, 1/1/99 - No Train Service.  
 Note: Hurricane Floyd Warning on Tuesday 09/14/99 and Wednesday, 9/15/99.  
 \* October 2000 MODIFIED FARE EVASION BEGINS  
 Per Tri-Rail trains were canceled due to hurricane on 9/24/98 & 9/25/98.  
 Per Tri-Rail ticket checks/citations were started at P646 on 9/26/98.  
 January 22-24, 1999 - Friends Ride Free.  
 Holiday: 11/25/99, 12/25/99, 1/1/00 - No Train Service.



# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-01	217,992	158,234	595	201	387	7	73%	0.38%	34%	65%	1%
February-01	218,815	155,774	500	144	351	5	71%	0.32%	29%	70%	1%
March-01	236,192	187,706	546	130	412	4	79%	0.29%	24%	75%	0%
April-01	224,941	205,730	581	129	444	8	91%	0.28%	22%	76%	1%
May-01	227,874	213,360	620	135	485	0	94%	0.29%	22%	78%	0%
June-01	188,375	191,285	664	174	487	3	102%	0.35%	26%	73%	0%
July-01	187,923	193,992	690	219	469	2	103%	0.36%	32%	68%	0%
August-01	220,792	228,613	659	170	488	1	104%	0.29%	26%	74%	0%
September-01	197,084	199,546	557	157	398	2	101%	0.28%	28%	71%	0%
October-01	224,865	226,566	642	221	417	4	101%	0.28%	34%	65%	0%
November-01	196,902	190,162	640	240	400	0	97%	0.34%	38%	63%	0%
December-01	197,396	181,718	666	276	381	9	92%	0.37%	41%	57%	1%
January-02	215,010	199,904	627	208	417	2	93%	0.31%	33%	67%	0%
February-02	209,444	213,042	589	172	414	3	102%	0.28%	29%	70%	1%
March-02	227,971	224,847	650	270	377	3	99%	0.29%	42%	58%	0%
April-02	239,345	225,965	661	238	420	3	94%	0.29%	36%	64%	0%
May-02	231,330	217,200	643	195	445	3	94%	0.30%	30%	69%	0%
June-02	181,749	174,081	658	259	395	4	96%	0.38%	39%	60%	1%
July-02	195,723	195,531	865	38	817	10	100%	0.44%	4%	94%	1%
August-02	225,555	231,376	880	38	841	1	103%	0.38%	4%	96%	0%
September-02	216,671	227,528	883	37	843	3	105%	0.39%	4%	96%	0%
October-02	243,867	250,859	954	48	903	3	103%	0.38%	5%	95%	0%
November-02	221,892	219,181	955	49	903	3	99%	0.44%	5%	95%	0%
December-02	220,225	215,762	995	34	961	0	98%	0.46%	3%	97%	0%
January-03	238,953	239,334	963	28	933	2	100%	0.40%	3%	97%	0%
February-03	233,620	233,517	910	27	881	2	100%	0.39%	3%	97%	0%
March-03	247,918	247,702	801	44	756	1	100%	0.32%	5%	94%	0%
April-03	241,294	251,377	833	36	795	2	104%	0.33%	4%	95%	0%
May-03	239,967	248,639	769	53	714	2	104%	0.31%	7%	93%	0%
June-03	198,394	201,188	794	52	738	4	101%	0.39%	7%	93%	1%
July-03	203,815	211,409	881	46	828	7	104%	0.42%	5%	94%	1%
Page 1 Total	6,266,662	4,719,767	18,551	16,519	1,757	276	75%	0.39%	96%	9%	1%
Totals	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%

\* October 2000 MODIFIED FARE EVASION BEGINS 09/11/01 TERRORIST ATTACK

JULY 1,2002-NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

**FARE EVASION REPORT  
MONTHLY COMPARISON**



MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
August-03	225,003	233,605	732	27	703	2	104%	0.31%	4%	96%	0%
September-03	231,637	247,620	779	43	736	0	107%	0.31%	6%	94%	0%
October-03	252,722	257,883	1035	64	970	1	102%	0.40%	6%	94%	0%
November-03	216,440	225,123	1014	63	950	1	104%	0.45%	6%	94%	0%
December-03	223,791	222,530	1089	71	1014	4	99%	0.49%	7%	93%	0%
January-04	237,635	233,086	1038	77	958	3	98%	0.45%	7%	92%	0%
February-04	242,576	222,543	1000	73	926	1	92%	0.45%	7%	93%	0%
March-04	261,974	227,616	1006	63	941	2	87%	0.44%	6%	94%	3%
April-04	254,585	229,216	740	37	702	1	90%	0.32%	5%	95%	0%
May-04	248,924	228,334	688	31	657	0	92%	0.30%	5%	95%	0%
June-04	220,646	195,551	1046	38	1007	1	89%	0.53%	4%	96%	0%
July-04	217,550	197,139	968	49	917	2	91%	0.49%	5%	95%	0%
August-04	244,841	215,845	1066	37	1029	0	88%	0.49%	3%	97%	0%
September-04	134,259	127,913	524	18	505	1	95%	0.41%	3%	96%	0%
October-04	250,254	216,532	906	33	871	2	87%	0.42%	4%	96%	0%
November-04	247,676	235,871	947	41	904	2	95%	0.40%	4%	95%	0%
December-04	232,664	231,754	931	58	873	0	100%	0.40%	6%	94%	0%
January-05	233,079	240,361	1244	91	1147	6	103%	0.52%	7%	92%	0%
February-05	234,939	242,323	1149	90	1055	4	103%	0.47%	8%	92%	0%
March-05	271,374	268,833	1230	89	1140	1	99%	0.46%	7%	93%	0%
April-05	261,406	260,144	1500	77	1420	3	100%	0.58%	5%	95%	0%
May-05	249,519	248,817	1421	116	1297	8	100%	0.57%	8%	91%	0%
June-05	200,482	194,500	1360	107	1237	16	97%	0.70%	8%	91%	1%
July-05	186,245	183,463	1295	103	1181	11	99%	0.71%	8%	91%	1%
August-05	207,320	206,156	1224	112	1108	4	99%	0.59%	9%	91%	0%
September-05	227,227	206,899	1213	93	1118	2	91%	0.59%	8%	92%	0%
October-05	161,615	143,769	963	63	898	2	89%	0.67%	7%	93%	0%
November-05	178,032	114,184	745	39	702	4	64%	0.65%	5%	94%	1%
December-05	207,734	172,526	1347	59	1284	4	83%	0.78%	4%	95%	0%
January-06	224,188	175,605	1555	95	1457	3	78%	0.89%	6%	94%	0%
February-06	217,412	173,825	1447	74	1368	5	80%	0.83%	5%	95%	0%
March-06	248,631	199,736	1800	93	1698	9	80%	0.90%	5%	94%	1%
April-06	257,607	192,193	1776	93	1680	3	75%	0.92%	5%	95%	0%
Page 2 Total	13,038,556	11,280,895	41,222	20,587	20,257	379	87%	0.37%	50%	49%	1%
Totals	20,548,543	18,252,390	78,000	22,804	54,710	487	89%	0.43%	29%	70%	1%

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA -AUGUST 25-28, 2005

NO TRAIN SERVICE SEPTEMBER 20, 2005 HURRICANE RITA

NO TRAIN SERVICE OCTOBER 22-31, 2005 DUE TO HURRICANE WILMA

NO TRAIN SERVICE NOVEMBER 1-3, 2005 DUE TO HURRICANE WILMA

NO TICKET CHECKS NOVEMBER 4-11, 2005 DUE TO HURRICANE WILMA



## FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
May-06	291,543	208,697	1966	93	1868	5	72%	0.94%	5%	95%	0%
June-06	263,417	188,847	1754	77	1675	2	72%	0.93%	4%	95%	0%
July-06	250,659	178,368	1828	86	1738	4	71%	1.02%	5%	95%	0%
August-06	269,197	197,985	1915	106	1802	7	74%	0.97%	6%	94%	0%
September-06	287,529	212,380	1842	109	1729	4	74%	0.87%	6%	94%	0%
October-06	309,013	232,544	2096	105	1986	5	75%	0.90%	5%	95%	0%
November-06	281,711	219,411	1894	97	1794	3	78%	0.86%	5%	95%	0%
December-06	271,530	220,247	2143	94	2045	4	81%	0.97%	4%	95%	0%
January-07	294,795	250,522	2201	92	2103	6	85%	0.88%	4%	96%	0%
February-07	287,357	247,655	2354	130	2220	4	86%	0.95%	6%	94%	0%
March-07	306,651	316,244	2473	129	2335	9	103%	0.78%	5%	94%	0%
April-07	274,767	316,493	2634	116	2509	9	115%	0.83%	4%	95%	0%
May-07	303,896	353,284	2874	128	2741	5	116%	0.81%	4%	95%	0%
June-07	268,097	308,831	2645	121	2519	5	115%	0.86%	5%	95%	0%
July-07	266,694	308,224	2613	117	2493	3	116%	0.85%	4%	95%	0%
August-07	295,771	331,353	2754	130	2614	10	112%	0.83%	5%	95%	0%
September-07	275,035	309,849	2385	109	2273	3	113%	0.77%	5%	95%	0%
October-07	326,094	360,151	2816	112	2698	7	110%	0.78%	4%	96%	0%
November-07	306,116	325,178	2588	133	2448	7	106%	0.80%	5%	95%	0%
December-07	294,709	308,632	2531	107	2419	5	105%	0.82%	4%	96%	0%
January-08	324,570	342,578	2655	102	2545	8	106%	0.78%	4%	96%	0%
February-08	331,890	336,290	2272	84	2179	9	101%	0.68%	4%	96%	0%
March-08	348,437	357,954	2571	77	2478	16	103%	0.72%	3%	96%	1%
April-08	352,304	374,861	2614	118	2482	14	106%	0.70%	5%	95%	1%
May-08	371,527	385,360	2893	161	2723	9	104%	0.75%	6%	94%	0%
June-08	367,215	384,174	2915	166	2743	6	105%	0.76%	6%	94%	0%
July-08	378,471	387,641	2687	123	2558	6	102%	0.69%	5%	95%	0%
August-08	353,045	367,779	2335	101	2229	5	104%	0.64%	4%	95%	0%
September-08	383,320	430,263	2452	104	2339	9	112%	0.57%	4%	95%	0%
October-08	399,891	446,825	2628	112	2507	9	112%	0.59%	4%	95%	0%
November-08	346,597	361,181	2133	90	2041	2	104%	0.59%	4%	96%	0%
December-08	344,245	363,553	2626	132	2491	3	106%	0.72%	5%	95%	0%
<b>Page 3 Total</b>	<b>20,548,543</b>	<b>18,252,390</b>	<b>78,000</b>	<b>22,804</b>	<b>54,710</b>	<b>487</b>	<b>89%</b>	<b>0.43%</b>	<b>29%</b>	<b>70%</b>	<b>1%</b>
<b>Totals</b>	<b>30,574,576</b>	<b>28,185,744</b>	<b>155,087</b>	<b>26,365</b>	<b>128,034</b>	<b>690</b>	<b>92%</b>	<b>0.55%</b>	<b>17%</b>	<b>83%</b>	<b>0%</b>

08/29/06-08/30/06 No train service due to Tropical Storm Ernesto

3/9/2007 TICKET CHECKS SUSPENDED BY SFRTA FOR THE ENTIRE DAY-MAJOR TRAIN DELAY/TRACK WORK

3/15/2007 SFRTA SUSPENDED TICKET CHECKS DUE TO PASSENGER SURVEY

03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

03/28/07 -P614-P619 (6 TRAINS)REDUCED TICKET CHECK DUE TO TRAIN BRING IN EXCESS OF 45 MINUTES LATE

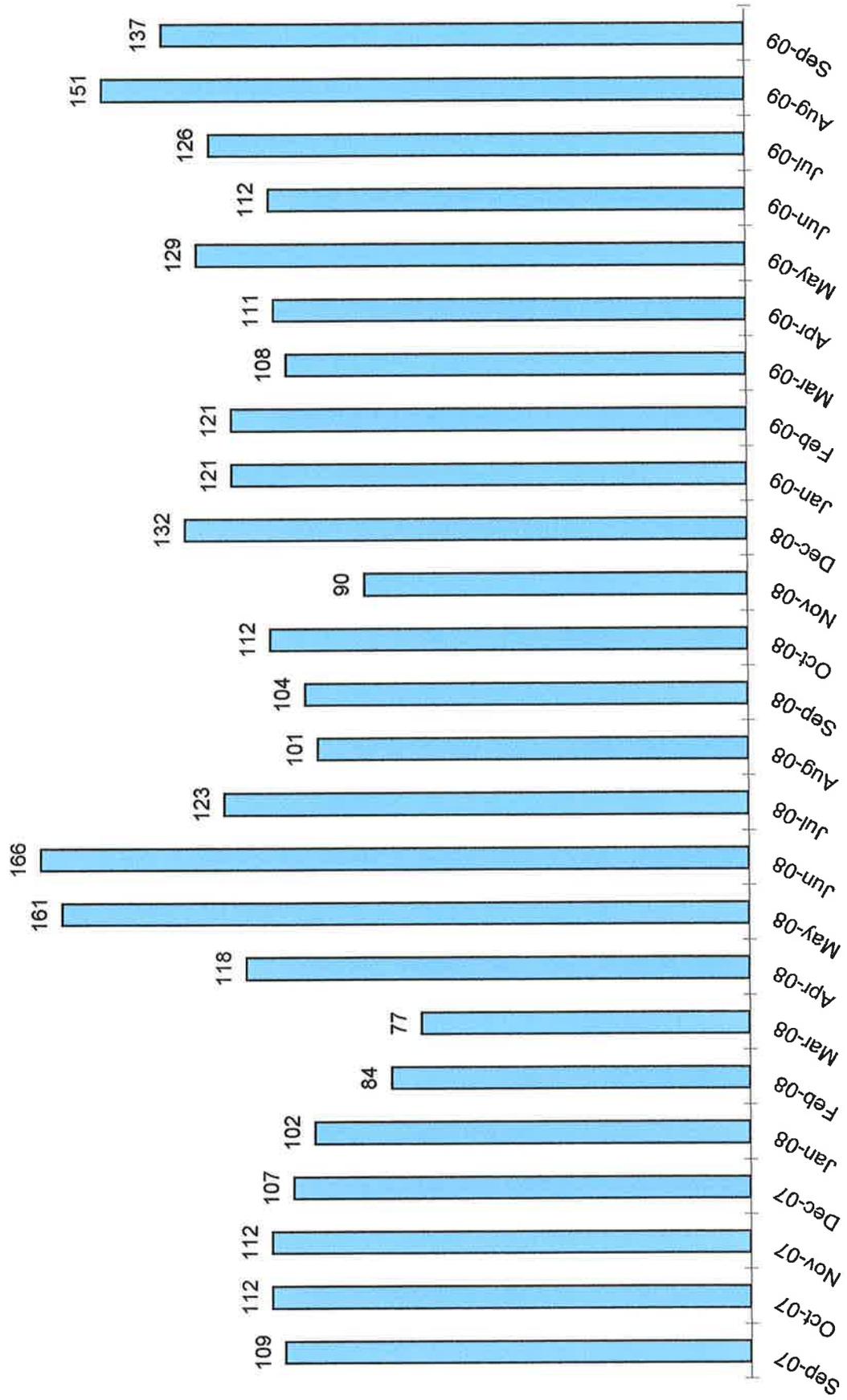
**08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM KAY**



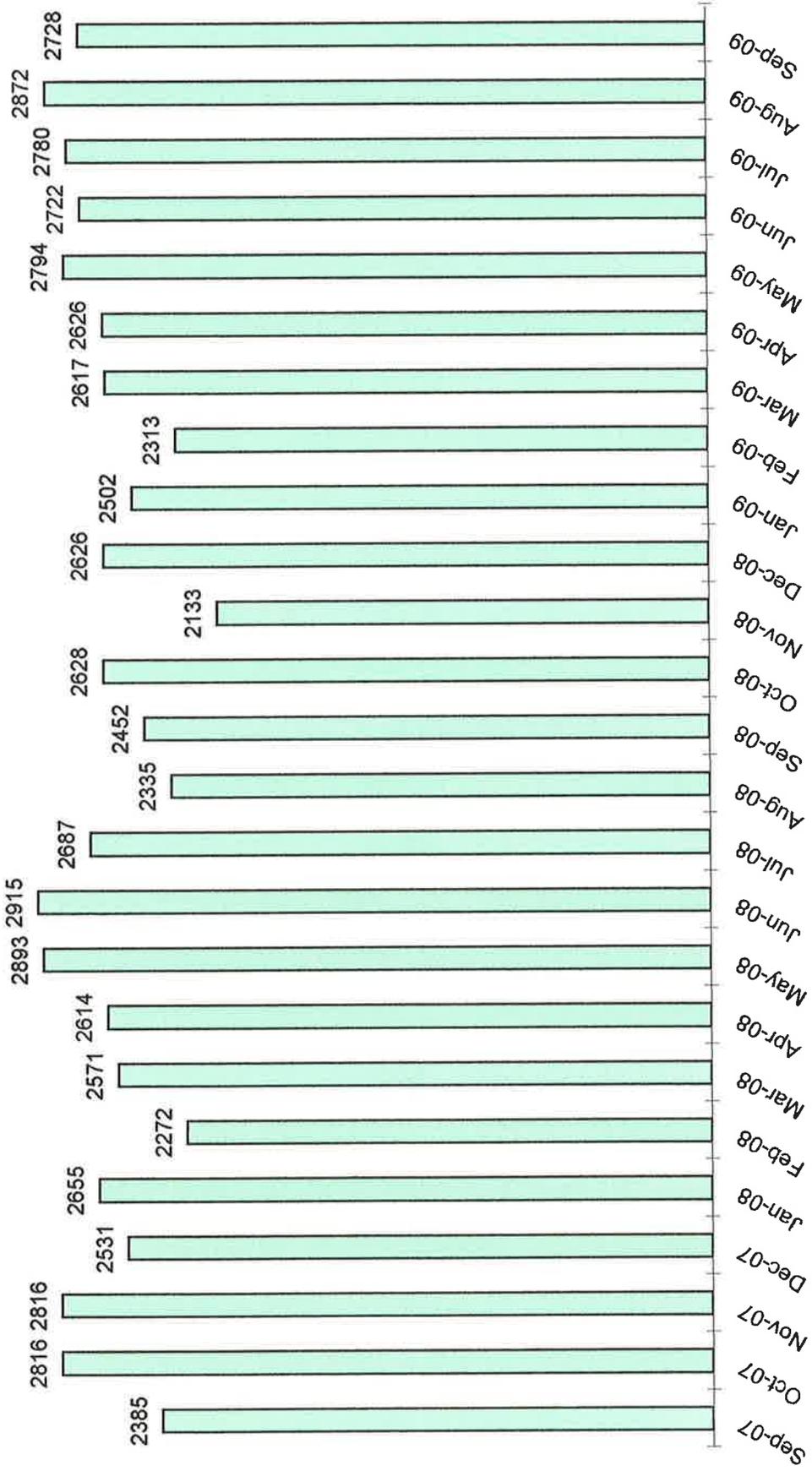
# FARE EVASION REPORT MONTHLY COMPARISON

MONTH	Total Passengers	Total Inspected	Total Violations	Number of Citations	Discretion Warnings	F.S.S. 812.015	% Riders Inspected	% Riders Violation	% Violators Cited	% Violators Warned	% Violators Arrested
January-09	350,903	361,145	2,502	121	2377	4	103%	0.69%	5%	95%	0%
February-09	333,804	366,692	2313	121	2185	7	110%	0.63%	5%	94%	6%
March-09	370,606	418,383	2617	108	2500	9	113%	0.63%	4%	96%	0%
April-09	346,865	383,624	2626	111	2513	2	111%	0.68%	4%	96%	0%
May-09	320,894	383,817	2794	129	2658	7	120%	0.73%	5%	95%	0%
June-09	292,806	342,385	2722	112	2601	9	117%	0.80%	4%	96%	0%
July-09	278,565	329,393	2780	126	2646	8	118%	0.84%	5%	95%	0%
August-09	282,760	345,823	2872	151	2716	5	122%	0.83%	5%	95%	0%
September-09	299,754	363,056	2728	137	2586	5	121%	0.75%	5%	95%	0%
<b>Totals</b>	<b>33,451,533</b>	<b>31,480,062</b>	<b>179,041</b>	<b>27,481</b>	<b>150,816</b>	<b>746</b>	<b>94%</b>	<b>0.57%</b>	<b>15%</b>	<b>84%</b>	<b>0%</b>

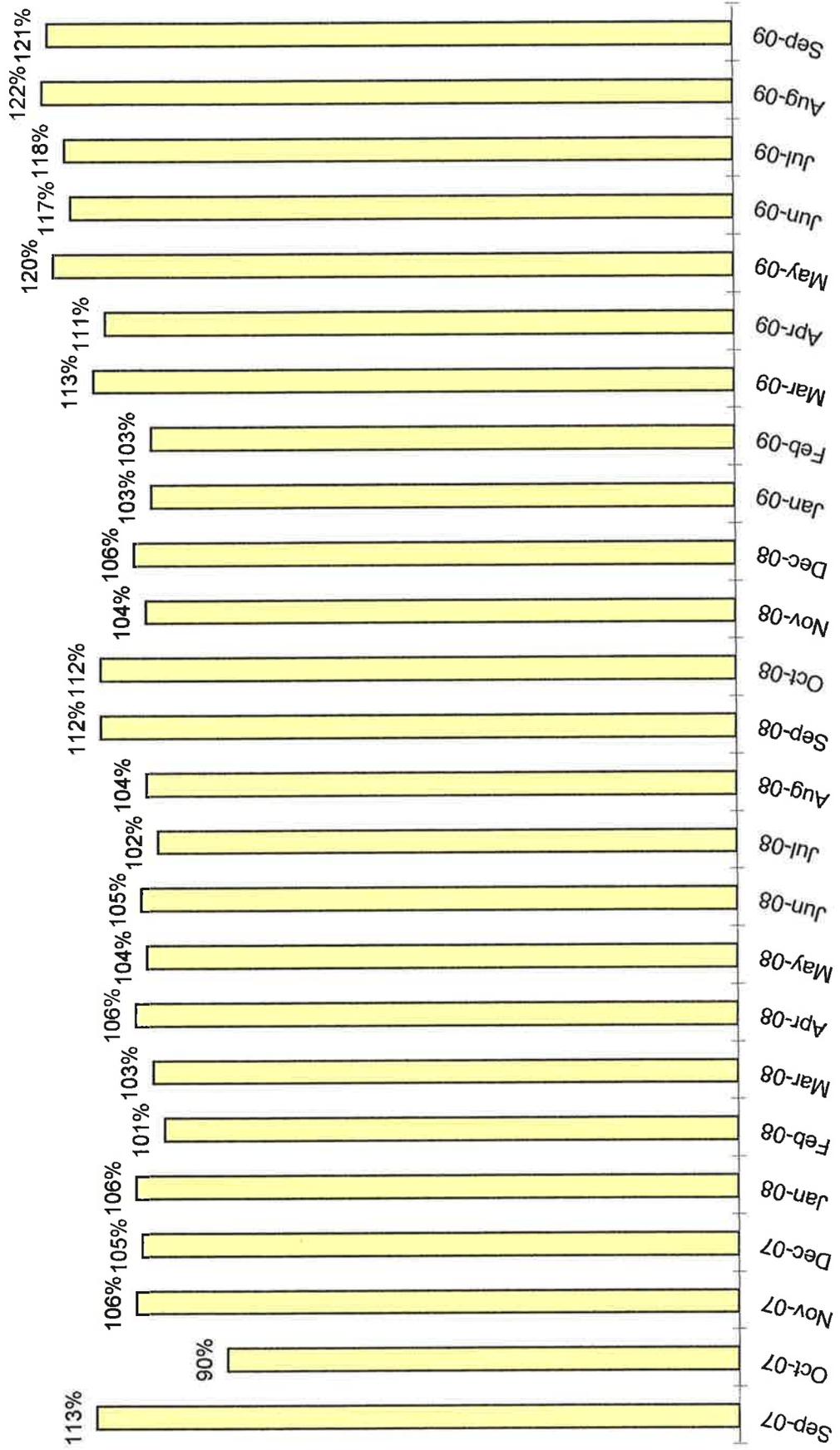
CITATIONS ISSUED



# FARE EVASION VIOLATIONS



# PERCENTAGE OF RIDERS INSPECTED



**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Apr-98	14	259	215	3	0	4	0	495
May-98	12	116	174	11	37	0	0	350
Jun-98	14	186	259	9	62	8	0	538
Jul-98	13	241	316	25	68	12	0	675
Aug-98	9	183	293	22	78	13	0	598
Sep-98	4	137	211	10	44	13	0	419
Oct-98	13	239	270	12	65	14	0	613
Nov-98	4	216	253	8	45	14	0	540
Dec-98	4	198	257	7	32	19	0	517
Jan-99	7	197	212	22	60	11	0	509
Feb-99	6	213	208	8	69	14	0	518
Mar-99	5	335	273	10	55	18	0	696
Apr-99	3	217	280	16	23	16	0	555
May-99	6	297	245	17	18	11	0	594
Jun-99	7	185	257	25	28	9	0	511
Jul-99	8	133	201	15	10	6	0	373
Aug-99	7	132	245	21	23	19	0	447
Sep-99	5	136	202	21	23	10	0	397
Oct-99	6	153	251	25	39	10	0	484
Nov-99	7	131	324	16	56	15	0	549
Dec-99	5	125	308	23	60	26	0	547
Jan-00	9	87	298	16	85	25	0	520
Feb-00	5	124	298	28	85	33	0	573
Mar-00	6	95	301	18	71	16	0	507
Apr-00	5	81	293	36	62	23	0	500
May-00	11	116	324	84	12	25	0	572
Jun-00	6	184	352	23	87	18	0	670
Jul-00	15	177	314	17	85	5	0	613
Aug-00	6	117	283	21	66	4	0	497
Sep-00	15	132	251	16	51	5	0	470
(A)OCT-00	0	3	201	8	4	0	0	216
Nov-00	1	2	194	19	2	2	1	221
Dec-00	0	6	217	6	2	3	1	235
Jan-01	0	3	172	18	3	5	0	201
Feb-01	1	4	129	8	2	0	0	144
Mar-01	2	2	118	7	0	1	0	130
Apr-01	3	2	105	11	6	1	1	129
May-01	2	1	126	3	1	2	0	135
Jun-01	0	4	157	10	0	2	1	174
Jul-01	1	5	196	10	2	5	0	219
Aug-01	1	3	160	1	0	5	0	170
Sep-01	3	0	152	0	0	2	0	157
Oct-01	3	2	195	16	1	4	0	221
Nov-01	3	2	184	37	4	10	0	240
Dec-01	1	5	228	23	3	16	0	276
<b>Total</b>	<b>258</b>	<b>5,186</b>	<b>10,502</b>	<b>762</b>	<b>1,529</b>	<b>474</b>	<b>4</b>	<b>18,715</b>

\*Hurricane Georges: No Train Services 9/24/98, 9/25/98, & 9/26/98 (1/2 day).  
 NO CITATIONS ISSUED ON 11/5/98 DUE TO TROPICAL STORM MI

\*Hurricane Floyd: No Train Services 9/14/99 & 9/15/99.

(A)MODIFIED FARE EVASION BEGINS

**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-02	2	2	163	32	5	4	0	208
Feb-02	2	7	140	20	2	1	0	172
Mar-02	3	5	238	17	5	2	0	270
Apr-02	2	3	200	23	3	7	0	238
May-02	2	6	154	29	0	4	0	195
Jun-02	6	3	212	26	5	7	0	259
(B) JUL-02	0	5	24	2	5	2	0	38
Aug-02	1	3	27	3	2	2	0	38
Sep-02	1	4	29	2	1	0	0	37
Oct-02	4	11	27	2	2	2	0	48
Nov-02	4	8	28	4	4	1	0	49
Dec-02	2	3	23	3	3	0	0	34
Jan-03	0	4	20	4	0	0	0	28
Feb-03	2	7	13	4	1	0	0	27
Mar-03	1	6	31	4	1	1	0	44
Apr-03	0	5	26	1	3	1	0	36
May-03	0	5	43	3	2	0	0	53
Jun-03	2	2	40	7	1	0	0	52
Jul-03	1	6	30	3	3	0	3	46
Aug-03	1	5	12	3	3	2	1	27
Sep-03	1	3	29	6	2	2	0	43
Oct-03	3	10	37	6	5	3	0	64
Nov-03	0	20	30	7	6	0	0	63
DEC-03	2	16	42	3	6	2	0	71
Jan-04	2	27	31	4	9	4	0	77
Feb-04	3	14	42	3	10	1	0	73
Mar-04	1	14	30	2	15	1	0	63
Apr-04	0	5	21	6	4	1	0	37
May-04	0	3	19	7	2	0	0	31
Jun-04	1	7	23	4	1	2	0	38
Jul-04	1	13	29	1	4	1	0	49
Aug-04	1	7	19	3	3	3	1	37
(C) SEPT-04	3	2	8	2	1	2	0	18
Oct-04	2	6	13	6	4	1	1	33
NOV-04	5	3	27	2	2	2	0	41
Dec-04	3	5	41	3	4	2	0	58
Jan-05	8	9	59	5	9	1	0	91
<b>Total</b>	<b>330</b>	<b>5,450</b>	<b>12,482</b>	<b>1,024</b>	<b>1,667</b>	<b>538</b>	<b>10</b>	<b>21,501</b>

(A) MODIFIED FARE EVASION BEGINS

(B) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(C) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE FRANCES-SEPTEMBER 2-12, 2004

LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE JEANNE- SEPTEMBER 25-29,2004

**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Feb-05	10	9	55	5	9	2	0	90
Mar-05	3	8	57	5	12	4	0	89
Apr-05	8	11	47	5	5	1	0	77
May-05	6	28	71	4	6	1	0	116
Jun-05	6	14	70	6	7	3	1	107
Jul-05	9	15	52	9	13	4	1	103
(D) AUG-05	4	14	63	12	16	3	0	112
(E) SEP-05	7	19	48	10	7	2	0	93
(F) OCT-05	3	7	42	3	6	2	0	63
(G)NOV-05	1	6	24	6	2	0	0	39
Dec-05	4	8	35	2	8	2	0	59
Jan-06	2	19	52	9	11	1	1	95
Feb-06	4	20	40	3	6	1	0	74
Mar-06	3	16	56	10	5	2	1	93
Apr-06	4	18	50	8	10	2	1	93
May-06	3	19	55	5	6	1	4	93
Jun-06	6	14	48	2	4	0	3	77
Jul-06	0	20	48	8	6	0	4	86
(H) AUG -06	6	18	72	2	6	1	1	106
Sep-06	11	25	62	5	4	2	0	109
Oct-06	11	20	62	3	5	2	2	105
Nov-06	3	26	47	3	9	7	2	97
Dec-06	5	26	49	7	1	6	0	94
JAN-07	11	20	50	2	9	0	0	92
Feb-07	8	30	67	4	15	0	6	130
(I)MAR-2007	8	34	66	9	9	3	0	129
Apr-07	11	22	57	9	15	2	0	116
May-07	8	32	65	7	13	2	1	128
Jun-07	8	27	61	5	10	4	6	121
Jul-07	10	21	56	10	12	4	4	117
Aug-07	8	25	73	9	14	0	1	130
Sep-07	6	14	63	12	10	3	1	109
Oct-07	5	22	66	3	9	5	2	112
Nov-07	10	20	75	8	11	8	1	133
Dec-07	6	24	57	9	7	3	1	107
Jan-08	8	19	46	12	12	3	2	102
Feb-08	9	17	46	6	5	1	0	84
<b>TOTAL</b>	<b>565</b>	<b>6,157</b>	<b>14,535</b>	<b>1,261</b>	<b>1,982</b>	<b>625</b>	<b>56</b>	<b>25,181</b>

(D) LIMITED OR NO TRAIN SERVICE DUE TO HURRICANE KATRINA AUGUST 25-28, 2005

(E) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(F) NO TRAIN SERVICE DUE TO HURRICANE WILMA 10/22/05-10/31/05

(G) NO TRAIN SERVICE DUE TO HURRICANE WILMA 11/01/05-11/03/05

(G) NO TICKET CHECKS DUE TO HURRICANE WILMA 11/04/05-11/11/05

**MONTHLY BREAKDOWN OF CITATIONS**

Month	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O ID	Total
Mar-08	6	16	45	1	3	2	4	77
Apr-08	8	29	53	6	11	6	5	118
May-08	7	42	97	5	5	3	2	161
Jun-08	12	34	93	8	8	6	5	166
Jul-08	4	27	71	8	10	2	1	123
(H) AUG-08	3	14	71	3	3	6	1	101
Sep-08	3	17	68	4	4	7	1	104
Oct-08	5	24	74	4	3	1	1	112
Nov-08	1	17	61	2	1	8	0	90
Dec-08	2	25	77	2	14	10	2	132
Jan-09	6	22	64	14	6	7	2	121
Feb-09	4	36	65	5	6	3	2	121
Mar-09	10	26	51	11	10	0	0	108
Apr-09	8	20	62	9	9	2	1	111
May-09	9	23	76	10	7	3	1	129
Jun-09	6	21	74	6	4	1	0	112
Jul-09	4	26	77	9	4	5	1	126
Aug-09	4	25	107	9	1	4	1	151
Sep-09	3	16	93	12	10	3	0	137
<b>TOTAL</b>	<b>670</b>	<b>6,617</b>	<b>15,914</b>	<b>1,389</b>	<b>2,101</b>	<b>704</b>	<b>86</b>	<b>27,481</b>

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

## MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Oct-00	27	214	8	1	171	0	4	425
Nov-00	33	220	5	1	173	1	4	437
Dec-00	31	191	8	0	150	0	3	383
Jan-01	40	205	6	1	132	2	1	387
Feb-01	27	164	13	1	143	0	3	351
Mar-01	51	196	15	1	140	0	9	412
Apr-01	42	207	1	1	171	0	22	444
May-01	40	272	4	0	153	0	16	485
Jun-01	57	211	5	2	207	0	5	487
Jul-01	92	173	6	0	186	0	12	469
Aug-01	97	175	3	0	189	0	24	488
Sep-01	86	148	2	4	131	0	27	398
Oct-01	51	189	0	0	168	0	9	417
Nov-01	37	167	4	0	181	0	11	400
Dec-01	40	186	0	0	152	0	3	381
Jan-02	49	218	2	0	144	0	4	417
Feb-02	35	218	7	0	152	0	2	414
Mar-02	28	217	4	0	126	0	2	377
Apr-02	23	231	2	1	163	0	0	420
May-02	29	263	0	1	148	0	4	445
Jun-02	29	215	2	1	143	1	4	395
(A) JUL-02	18	206	392	43	134	18	6	817
Aug-02	33	234	398	43	104	28	1	841
Sep-02	30	204	391	44	148	24	2	843
Oct-02	28	280	376	43	155	20	1	903
Nov-02	35	287	424	40	93	19	5	903
Dec-02	16	282	494	40	117	11	1	961
Jan-03	22	289	470	45	93	13	1	933
Feb-03	14	310	401	52	84	20	0	881
Mar-03	10	252	384	31	68	8	3	756
Apr-03	5	224	407	25	124	9	1	795
May-03	5	214	382	25	79	9	0	714
Jun-03	6	223	386	31	73	14	5	738
Jul-03	4	212	436	25	112	17	22	828
Aug-03	6	161	370	23	113	21	9	703
Sep-03	10	167	382	21	143	7	6	736
Oct-03	11	282	478	33	141	24	1	970
Nov-03	9	329	422	25	149	16	0	950
DEC-03	8	327	473	22	170	14	0	1014
Jan-04	12	304	455	23	152	11	1	958
Feb-04	5	275	455	22	144	24	1	926
Mar-04	9	272	478	24	132	26	0	941
Apr-04	9	114	442	24	91	21	1	702
May-04	6	134	389	24	89	15	0	657
Jun-04	5	232	558	29	156	22	5	1007
Jul-04	3	213	520	28	128	24	1	917
<b>SUBTOTAL</b>	<b>1,263</b>	<b>10,307</b>	<b>10,860</b>	<b>800</b>	<b>6,315</b>	<b>439</b>	<b>242</b>	<b>30,226</b>

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

(A) NEW WARNING POLICY-ONE WARNING TO ALL-NEW ENFORCEMENT GUIDE

## MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Aug-04	20	250	557	37	143	13	9	1029
(B) SEPT -04	34	102	285	16	51	11	6	505
Oct-04	36	190	476	26	118	11	14	871
Nov-04	66	145	535	29	112	9	8	904
Dec-04	45	125	526	22	125	24	6	873
Jan-05	75	210	639	25	165	24	9	1147
Feb-05	61	168	608	29	154	34	1	1055
Mar-05	36	220	681	32	150	20	1	1140
Apr-05	53	289	763	47	234	29	5	1420
May-05	48	297	681	51	199	17	4	1297
Jun-05	65	223	727	47	147	22	6	1237
Jul-05	41	250	651	44	155	36	4	1181
(C) AUG-05	38	237	584	49	165	32	3	1108
(D) SEPT-05	28	236	645	44	143	16	6	1118
(E) OCT-05	32	208	502	27	112	12	5	898
(F) NOV-05	26	128	442	27	72	6	1	702
Dec-05	28	315	731	48	129	24	9	1284
Jan-06	29	378	773	37	192	34	14	1457
Feb-06	37	340	756	54	142	21	18	1368
Mar-06	54	338	1042	49	182	24	9	1698
Apr-06	65	451	888	57	175	28	16	1680
May-06	61	486	981	53	240	25	22	1868
Jun-06	36	471	903	21	208	23	13	1675
Jul-06	57	476	988	23	150	29	15	1738
(G) Aug-06	65	508	969	28	198	26	8	1802
Sep-06	63	468	909	31	214	36	8	1729
Oct-06	76	524	1079	36	220	40	11	1986
Nov-06	56	461	969	21	235	41	11	1794
Dec-06	62	612	1048	37	235	36	15	2045
Jan-07	80	637	1009	52	284	21	20	2103
Feb-07	94	632	1055	52	316	37	34	2220
(H) MAR-07	105	681	1080	60	350	45	14	2335
Apr-07	106	749	1164	75	351	42	22	2509
May-07	107	849	1218	73	421	53	20	2741
Jun-07	128	840	1043	48	388	40	32	2519
Jul-07	93	808	1040	74	399	51	28	2493
Aug-07	73	819	1240	79	364	23	16	2614
Sep-07	85	708	1062	53	318	35	12	2273
Oct-07	97	776	1295	83	372	58	16	2697
Nov-07	95	690	1215	109	264	57	18	2448
Dec-07	91	694	1226	71	261	55	21	2419
<b>SUBTOTAL</b>	<b>3,810</b>	<b>28,296</b>	<b>45,845</b>	<b>2,676</b>	<b>15,168</b>	<b>1,659</b>	<b>752</b>	<b>98,206</b>

(B) LIMITED/NO TRAIN SERVICE -HURRICANE FRANCES-9/ 2-12/04

LIMITED/NO TRAIN SERVICE-HURRICANE JEANNE-9/25-28/04

(C) LIMITED OR NO TRAIN SERVICE-HURRICANE KATRINA 8/25-28/05

(D) NO TRAIN SERVICE DUE TO HURRICANE RITA 09/20/05

(E) NO TRAIN SERVICE -HURRICANE WILMA 10/22/05-10/31/05

(F) NO TICKET CHECKS-HURRICANE WILMA 11/01/05-11/11/05

(G) NO TRAIN SERVICE -TROPICAL STORM ERNESTO 08/28-08/29/06

(H)9/9/2007 TICKET CHECKS SUSPENDED BY SFRTA -TRACK WORK

03/15/07 SFRTA PASSENGER SURVEY

(H)03/28/07-03/30/07 P605, P609, P630 (3 TRAINS ANNULLED)

(H)03/28/07-P614-P619 (6 TRAINS)REDUCED TICKET CHECK-TRAINS 45 MINUTES LATE OR MORE

## MONTHLY BREAKDOWN OF WARNINGS

Date	12 Trip Validation	Ineligible Discount	No Ticket	Zone Override	No Transfer	Out Dated Ticket	EDP Ticket W/O Tri-Rail ID	Total
Jan-08	105	846	1229	69	233	44	19	2545
Feb-08	83	641	1106	82	209	42	16	2179
Mar-08	98	772	1273	62	211	43	19	2478
Apr-08	103	823	1230	68	208	35	15	2482
May-08	96	908	1400	54	192	54	19	2723
Jun-08	116	1025	1270	42	192	62	36	2743
Jul-08	103	799	1285	49	240	56	26	2558
(H) AUG-08	62	616	1192	55	219	63	22	2229
Sep-08	84	518	1360	66	242	53	16	2339
Oct-08	61	579	1422	101	241	82	21	2507
Nov-08	50	460	1210	71	186	57	7	2041
Dec-08	71	618	1376	100	228	88	10	2491
Jan-09	79	538	1332	119	249	39	21	2377
Feb-09	76	534	1194	99	208	60	14	2185
Mar-09	54	633	1392	120	230	57	14	2500
Apr-09	72	655	1334	128	239	66	19	2513
May-09	99	684	1420	117	266	53	19	2658
Jun-09	80	583	1460	131	256	65	26	2601
Jul-09	58	563	1608	133	218	48	18	2646
Aug-09	67	544	1604	146	269	66	20	2716
Sep-09	62	536	1512	141	259	61	15	2586
<b>SUBTOTAL</b>	<b>5,489</b>	<b>42,171</b>	<b>74,054</b>	<b>4,629</b>	<b>19,963</b>	<b>2,853</b>	<b>1,144</b>	<b>150,303</b>

(H)08/18/08 AND 08/19/08 TICKET CHECKS SUSPENDED DUE TO TROPICAL STORM FAY

**CLASSIFICATIONS BREAKDOWN  
SEPTEMBER 2009**

<b>CLASSIFICATION</b>		
ABANDONED VEHICLE		
ALARMS		
ALARMS-TVM		
ALCOHOLIC BEVERAGE		
ARSON		
ASSAULT AGGRAVATED TRANSIT AGENT / CPO		
ASSAULT-AGGRAVATED		
ASSAULT TRANSIT AGENT / CPO		
ASSAULT		
ASSIST PASSENGER		2
ASSIST OTHER AGENCY		
AUTO THEFT		
AUTO THEFT - ATTEMPT		
AUTO THEFT - RECOVERY		1
BATTERY - AGGRAVATED TRANSIT AGENT / CPO		
BATTERY - AGGRAVATED		
BATTERY TRANSIT AGENT / CPO		2
BATTERY		
BICYCLE VIOLATIONS		
BIOLOGICAL RELEASE		
BOMBING		
BOMB THREAT		
BRUSH FIRE		
BURGLARY		
BURGLARY-AUTO		
BURGLARY-ATTEMPT AUTO		
CHEMICAL RELEASE		
CIVIL DISTURBANCE		
COUNTERFEIT/ALTERED TICKET		
CREDIT CARD FRAUD		
CRIMINAL MISCHIEF		6
	GRAFFITI	4
CROSSING W/ GATE DOWN		
CYBER INCIDENT		
DAMAGED PROPERTY		3
DEBRIS ON TRACK		
DISORDERLY CONDUCT		5
DISTURBANCE		2
DOMESTIC VIOLENCE		
DRUG OFFENSE		
EMS BOARD MALFUNCTION		
ELEVATOR MALFUNCTION		18
ELEVATOR PHONE MALFUNCTION		
ESCALATOR MALFUNCTION		3

## CLASSIFICATIONS BREAKDOWN SEPTEMBER 2009

CLASSIFICATION			
FARE EVASION			2728
	CITATION	WARNED	ARREST
12 TRIP	3	62	0
INELIGIBLE DISCOUNT	16	536	0
NO TICKET	93	1512	3
ZONE OVERRIDE	12	141	0
NO TRANSFER SLIP	10	259	1
OUTDATED TICKET	3	61	1
EDP TICKET	0	15	0
TOTAL	137	2586	5
FIRE			1
GRADE CROSSING PROBLEM			2
HIJACKING			
ILLNESS			7
INJURY			1
INJURY-CPO			
INTERFERING W/ TRAIN			1
INTOXICATED PERSON			
INVESTIGATION			
KIOSK PROBLEM			
LOST/FOUND PROPERTY			114
LOUD MUSIC			
LUGGAGE			
MISCELLANEOUS/INFORMATION			37
MISSING PERSON			
MISSING PERSON-LOCATED			
MOTOR VEHICLE ACCIDENT			4
NUCLEAR RELEASE			
PARKING PROBLEM			4
PARKING LOT ACCIDENTS			
PARKING LOT VIOLATIONS			
PAYPHONE MALFUNCTION			
PULLED EMERGENCY STOP			
RECOVERED STOLEN PROPERTY			
RIDING ON OUTSIDE OF TRAIN			
ROBBERY			
ROBBERY ARMED			
SABOTAGE			
SAFETY HAZARD			15
SEXUAL BATTERY			
SEX OFFENSE (OTHER)			
SIGN PROBLEM			2
SLIP AND FALL			2
SMOKING ON TRAIN			
SOLICITATION			
SURFBOARDS ON TRAIN			

**CLASSIFICATIONS BREAKDOWN  
SEPTEMBER 2009**

<b>CLASSIFICATION</b>	
STUDENT INCIDENT	1
ACS HIGH SCHOOL	
BAK MIDDLE SCHOOL	
DREYFOOS HIGH SCHOOL	
G STAR	
LAKE WORTH	
ROOSEVELT MIDDLE SCHOOL	
ROOSEVELT FULL SERVICE	
OAK GROVE	
OTHER	1
SUSPICIOUS INCIDENT	7
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	3
THEFT	1
THEFT-ATTEMPTED	
THROWING OBJECT AT TRAIN	
TRAIN VS ANIMAL	
TRAIN VS BICYCLE	
TRAIN VS PEDESTRIAN	
TRAIN VS FIXED OBJECT	
TRAIN VS VEHICLE	1
TRESPASS	12
TVM GATE MALFUNCTION	
TVM MALFUNCTION	56
UNAUTHORIZED ANIMAL	
VALIDATOR MALFUNCTION	23
WEAPON-COMPLAINT	1
WEAPON-CONCEALED	
SPECIAL ASSIGNMENT: MONITOR CHECKS	
<b>TOTAL</b>	<b>3069</b>

## SIX MONTH CRIME ANALYSIS 2009

CLASSIFICATION	APR	MAY	JUN	JUL	AUG	SEP
ABANDONED VEHICLE	1					
ALARMS	1	1	4	2	4	
ALARMS-TVM						
ALCOHOLIC BEVERAGE/TRAIN	1	2			2	
ARSON						
ASSAULT-AGGRAVATED TRANSIT AGENT / CPO						
ASSAULT-AGGRAVATED						
ASSAULT TRANSIT AGENT / CPO	1					
ASSAULT			2			
ASSIST PASSENGER	3	6	3	6	5	2
ASSIST OTHER AGENCY	1			1		
AUTO THEFT	1		1			
AUTO THEFT - ATTEMPT	2					
AUTO THEFT - RECOVERY						1
BATTERY - AGGRAVATED TRANSIT AGENT/ CPO						
BATTERY - AGGRAVATED						
BATTERY - TRANSIT AGENT / CPO	1				1	2
BATTERY	1	1		1		
BICYCLE VIOLATIONS						
BIOLOGICAL RELEASE						
BOMBING						
BOMB THREAT						
BRUSH FIRE						
BURGLARY						
BURGLARY-STRUCTURE						
BURGLARY-AUTO	3	3		14	1	
BURGLARY-ATTEMPT AUTO	1					
CHEMICAL RELEASE						
CIVIL DISTURBANCE						
COUNTERFEIT/ALTERED TICKET						
CREDIT CARD FRAUD						
CRIMINAL MISCHIEF	7	2	11	8	9	6
CROSSING W/ GATE DOWN						
CYBER INCIDENT						
DAMAGED PROPERTY	1	4	2	4	2	3
DEBRIS ON TRACK		1	1	1	1	
DISORDERLY CONDUCT	5	1	7	10	8	5
DISTURBANCE	2	3	2	2	1	2
DRUG OFFENSE						
DOMESTIC VIOLENCE						
EMS BOARD MALFUNCTION	1			1	1	
ELEVATOR MALFUNCTION	11	13	14	15	20	18
ESCALATOR MALFUNCTION	2	1		1	1	3
ELEVATOR PHONE MALFUNCTION				2	2	
FARE EVASION- CITATIONS	111	129	112	126	151	137
FARE EVASION-WARNINGS	2513	2658	2601	2646	2716	2586
FARE EVASION-ARREST	2	7	9	8	5	5
FIRE	3	2	1	1		1
GRADE CROSSING PROBLEM	6		5	2	3	2
HIJACKING						
ILLNESS	6	6	10	3	8	7
SUB-TOTAL	2687	2840	2785	2854	2941	2780

## SIX MONTH CRIME ANALYSIS 2009

CLASSIFICATION	APR	MAY	JUN	JUL	AUG	SEP
INJURY				1	3	1
INJURY-CPO			2			
INTERFERING W/ TRAIN	2	1				1
INTOXICATED PERSON						
INVESTIGATION						
KIOSK PROBLEM						
LUGGAGE						
LOST/FOUND PROPERTY	114	116	97	77	94	114
LOUD MUSIC						
MISCELLANEOUS/INFORMATION	47	61	59	53	33	37
MISSING PERSON	1			1	1	
MISSING PERSON-LOCATED		2		1		
MOTOR VEHICLE ACCIDENT	1	1	2		3	4
NUCLEAR RELEASE						
PARKING PROBLEM	3	4	3	2		4
PARKING LOT ACCIDENTS						
PARKING LOT VIOLATIONS						
PAYPHONE MALFUNCTION						
PULLED EMERGENCY STOP	1	1				
RECOVERED STOLEN PROPERTY						
RIDIDNG ON OUTSIDE OF TRAIN						
ROBBERY			1			
ROBBERY ARMED						
ROBBERY ATTEMPT						
SABOTAGE						
SAFETY HAZARD	17	27	24	33	18	15
SEXUAL BATTERY						
SEX OFFENSE (OTHER)	1					
SIGN PROBLEM		1				2
SLIP AND FALL	3	10	3	5	3	2
SMOKING ON TRAIN						
SOLICITATION		2	2		2	
STUDENT INCIDENT	4	3				1
SURFBOARDS ON TRAIN						
SUSPICIOUS INCIDENT	9	8	10	15	14	7
SUSPICIOUS PERSON	1	3	4	4	2	4
SUSPICIOUS VEHICLE	5	3	2	3	3	3
THEFT	2	4	5	6	4	1
THEFT-ATTEMPTED				1		
THROWING OBJECT AT TRAIN	1		2	1		
TRAIN VS ANIMAL			1			
TRAIN VS BICYCLE						
TRAIN VS PEDESTRIAN	1					
TRAIN VS VEHICLE			1			1
TRAIN VS FIXED OBJECT	1					
TRESPASS	15	11	19	18	16	12
TVM GATE MALFUNCTION	2	5		8	7	
TVM MALFUNCTION	70	71	110	86	72	56
UNAUTHORIZED ANIMAL						
VALIDATOR MALFUNCTION	28	30	25	25	24	23
WEAPON CONCEALED			1			1
SPECIAL ASSIGNMENT MONITOR CHECKS				129		
SUB-TOTAL	2687	2840	2785	2854	2941	2780
TOTAL REPORTS	3016	3204	3158	3323	3240	3069

**TWC/SFRTA  
FEDERAL (TSA) DIRECTIVES VIOLATIONS  
FOR SEPTEMBER 2009**

Date	Incident Report #	Location	TSA Directive Violation #	Remarks	CPO ID#
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NOTHING REPORTED FOR THE MONTH OF SEPTEMBER 2009

**TSA Directive #13** "Inspect each passenger rail car for suspicious persons, items, or any unattended items."

**TSA Directive #15** "If equipped with locking mechanisms, lock all doors which allow access to the Engineers or Train Operators cab or compartment."

MEMORANDUM  
 SEPTEMBER  
 2009

NTD INTERNET REPORTING

NON-MAJOR SECURITY  
 PART I

INCIDENTS ONLY

Incident Description	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trepasser	Other	Total Incidents
Forcible Rape In Vehicle							0
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Robbery In Vehicle							0
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Aggravated Assaults In Vehicle							0
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Burglary In Vehicle							0
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Larceny/Theft Offenses In Vehicle	1						1
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Motor Vehicle Theft In Vehicle							0
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Arson In Vehicle							0
In Revenue Facility Non Revenue Facility Right Of Way/Roadway							0
Structure Includes Burglary Vehicle							0
Includes Attempts							0

55119009  
2009

Part II

Fare Evasion (Citations)  
Other Assaults (arrests)  
Trespassing (arrests)  
Vandalism (arrests)

In Vehicle	In Revenue	In Non- Revenue Facility	On Right of Way
137	1 2		

Total Incidents
137
2
0

Other Security Issues

Bomb Threats  
Bombing  
Chemical / Biological / Nuclear Release  
Cyber Incident  
Hijacking  
Non-Violent Civil Disturbances  
Sabotage

In Vehicle	In Revenue	In Non- Revenue Facility	On Right of Way

Total Incidents
0

Total Property Damage (\$)

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TOTAL ARRESTS (9)  
5 - FARE EVASION(S)

2 - TRESPASSING

1 - BATTERY ON TRANSPORT AGENT

1 - ACTIVE WARRANTS



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6499 Powerline Road Suite 300  
Fort Lauderdale FL 33309-2044  
Telephone: 954.771.5005  
Fax: 954.771.5408  
[flamail@wackenhut.com](mailto:flamail@wackenhut.com)



## MEMORANDUM

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To: Mr. Timothy L. Cates, Project Manager, TWC/SFRTA

From: Richard D. Cannon, Jr. Investigator, ID #276

**SUBJECT: MONTHLY ACTIVITY REPORT – SEPTEMBER 2009**

Date: Monday, October 5<sup>th</sup> 2009

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I was assigned the following tasks for the month of **September 2009**:

**As the Court Liaison Officer:** I maintained contact with the Clerk of the Court, North County Regional Courthouse, Deerfield Beach, FL. I also handled the filing, service and return of subpoenas served to Custom Protection Officers assigned to the TWC/SFRTA Project. I attended all court hearings involving SFRTA/Tri-Rail Fare Evasion matters and tracked criminal cases.

**As the Citation Coordinator:** I managed the review, sorting and filing of Citations. I filed **137** citations at the North County Regional Courthouse. I also processed any voided citations and conducted inquiries as directed by the County Court Judge, related to Fare Evasion Citations. I conducted CPR/AED training for personnel assigned to the TWC/SFRTA Project, as well as entry-level training to newly assigned Transit Agents.

**As the Investigator:** I investigated or conducted inquiries into **10** incidents:

- SFRTA IR #: 03-09-401 – Train vs. Pedestrian – (Awaiting M.E. Report)
- COMPLAINT # 6757 – Alleged Discrimination – (Referred to A. Yoder)
- COMPLAINT # 6798 – Improper Procedure – (Not Sustained)
- COMPLAINT # 6826 – Deficient Job Performance – (Officer Transferred)
- DIRECT REFERRAL – Allegation of Discourtesy – (Not Sustained)
- DIRECT REFERRAL – Post Abandonment – (Officer Terminated)
- DIRECT REFERRAL – Violation of Post Orders – (Officer Terminated)
- DIRECT REFERRAL – Violation of Post Orders – (Not Sustained)
- G4S CALL CENTER – Allegation of Harassment – (Not Sustained)
- G4S CALL CENTER – Discourtesy – (Not Sustained)

In addition, I obtained various police reports pertaining to incidents involving the SFRTA. Refresher training regarding Customer Service and Conflict Resolution were conducted. In addition, I conducted CPR/AED Re-Certification Training. Lastly, I continued to provide support, logistical and troubleshooting services to the Safety & Security Administrator, as well as the Project Manager.

rdc/

cc: Mr. Allen R. Yoder

**September**  
**Expiring Contract Report**  
**S FL Regional Transportation Authority**

**Expiring Date ( 9/16/2009) thru (3/16/2010)**

Project Manager Contact # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<u>projectmgr</u>			
<b>Contract Class:</b> Payables			
Suzie Papillon 04-001 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010288 PB AMERICAS, INC	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
Suzie Papillon 04-002 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010547 KIMLEY HORN AND ASSOCIATES	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
Suzie Papillon 04-003 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010548 CARTER AND BURGESS INC	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
Suzie Papillon 04-004 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010549 GANNETT FLEMING INC	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.
Suzie Papillon 04-005 BOBBY BECKER	GENERAL PLANNING CONSULTANT SERVICES 010550 CORRADINO GROUP	10/11/2004 10/10/2009	5 Year Term Both renewal options have been exercised.

**September**  
**Expiring Contract Report**  
**S FL Regional Transportation Authority**

**Expiring Date ( 9/16/2009) thru (3/16/2010)**

Project Manager Contract # Contract Administrator	Contract Title Contract Name	Start Date Expiration Date	Contract Duration Renewal
<hr/>			
projectmgr			
Vicki Wooldridge	FEDERAL LEGISLATIVE CONSULTANT SERVICES	02/01/2007	3 Year Term
06-621	010070 C2 GROUP LLC	01/31/2010	2 remaining 1 year options.
BRYAN KOHLBERG			
<hr/>			
Michael Kanefsky	TVM MAINTENANCE AGREEMENT	03/01/2008	2 Year Term
08-002	010033 ACS TRANSPORT SOLUTIONS, INC.	02/28/2010	3 remaining 1 year options.
BOBBY BECKER			